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The Solicitors' Journal.

LONDON, MAY 6, 1865.

OUR ATTENTION HAS BEEN CALLED to the advertisement of the Ottoman Company Limited, who have, with the most laudable determination not to give the slightest ground for impugning the accuracy of their representations to the public, published the entire of their Articles of Association along with their prospectus. We propose to say a few words next week on the general principle which should govern such advertisements, but at present we are compelled to restrict ourselves to this expression of our unqualified approbation of the course pursued by this company.

IF OUR READERS will turn to the case of *Travers v. Potts*, before the Court of Queen's Bench in Ireland, which they will find in a later column of this week's Journal, they will find that the principle of "exclusive citation" which has been rejected alike by the bench and the bar in this country, has been attempted, with but indifferent success, to be set up in Ireland. In that case the plaintiff's counsel founded his motion upon the case of *Bremridge v. Latimer*, 12 W. R. 879, whereupon the RIGHT HONOURABLE JAMES WHITESIDE, Q.C., M.P., &c., &c., objected "to the citing of a case which was not to be found in the 'authorised' reports, and which 'he added,' as we are informed by another report of the case, 'he was sure would never be found therein.'" This hasty, and, as we shall show, wholly unwarranted observation, seems to have been the only answer which Mr. Whiteside had to make to the learned serjeant, and we think our readers will agree with us that it was a very poor one. The case cited was in fact almost exactly in point, and the accidental circumstance that it does not appear in Mr. Scott's Common Bench Reports in no sense diminishes its authority. At present there are, in England, no "authorised" reports in the strict sense of the word, although certain series, published at longer intervals than the *Weekly Reporter* and other similar journals, are, by courtesy, so described. But the gist of Mr. Whiteside's objection probably was in the latter part of it. He was sure that *Bremridge v. Latimer* would never be found in the authorised reports—i.e., he was sure the case was what is called "unreportable." Now we should be quite willing to leave that question to the judgment of any competent lawyer who reads the report. But we are able to quote the words of an authority far higher than the Irish Ex-Attorney-General, which shows conclusively that the case was one which a careful reporter was bound to notice. Mr. Whiteside is a fluent and dexterous advocate, but without much respect to him, we may say that on a point of law we greatly prefer the opinion of Mr. Justice Byles to his. Now, in giving judgment in *Bremridge v. Latimer*, that learned judge expressed himself as follows:—"I think our decision in the present case will be a very useful one to those who have the conduct of the pleadings in an action of libel." After such an expression of opinion from the bench, no reporter who was present at the time had any discretion substantially left to him. Here was a case described by one of the most able judges on the bench, as likely to be "a very useful one" to persons engaged in actions of libel. It was, therefore, eminently suited for a report. And, in spite of Mr. Whiteside's ill-judged observation, we maintain that the gentleman who acts for the *Weekly Reporter* in the

Court of Common Pleas, was not only perfectly justified in the course he adopted, but would have been open to censure had he omitted to notice the case.

WE ARE CERTAIN THAT OUR READERS will rejoice with us at the practical defeat of the attempt lately made to introduce the apple of discord among the ranks of the reporters. Whatever competition there may have been amongst the publications; however anxiously, for instance, we may have desired that the enterprise and efficiency of the *Weekly Reporter* should be rewarded, as it has been, by a continually increasing circulation; and however keen may have been the rivalry thus not unnaturally engendered; this rivalry has never hitherto been recognized by the reporters in the different courts, or if ever, in cases so few as but to establish the rule. We do, indeed, know an instance of one gentleman of whom it was said, we believe on insufficient grounds, that he was churlish about lending his notes; and we know also that the accusation was considered, amongst the reporters employed in the same court, as both grave and exceptional. But the case of *Macwell v. Sweet* (which, as our readers are doubtless aware, has given rise to these remarks) goes far beyond this, and if the claim of the plaintiffs in that case could be substantiated, and the principles on which it rests were to be generally acted on, it would follow that all that mutual assistance and good fellowship which now tends so much to lighten the labour of reporting (heavy enough under the most favourable conditions) must cease at once and for ever.

The facts, as stated in the bill, seem to have been shortly these:—The case of *Graham v. Wickham* was heard before the Court of Appeal in Chancery on the 27th January last; * in that case Lord Justice Turner delivered an unwritten judgment of considerable length, which duly appeared, reported, not of course verbatim, but in substance, we believe, accurately enough, in the number of the *New Reports* which was published on the 4th February last. The case afterwards appeared in the *Jurist* of the 4th March last, and upon a comparison of the reports it is clear that a great portion of Lord Justice Turner's judgment was a mere transcript of the former report. Some communications, therefore, took place between the proprietors of the [two series, and the defendant, it seems, promised to consult his reporter on the subject, but, as the Vice-Chancellor remarked, amid the sympathetic laughter of the bar, "before that could be done he received a lawyer's letter," which naturally put an end to negotiation.

We are informed, but from our knowledge of the gentleman referred to we are disinclined to credit the statement, that the reporters for the *Jurist* and *Law Times* waited on the principal editor of the *New Reports* with the intention of explaining, and so far as might be proper, apologizing for, their conduct in the matter—we do not conceive that any apology was required—and were received by him with marked discourtesy, and an imperious and, as it seems to us, unreasonable demand for a withdrawal of the publications in which the obnoxious report appeared. We reiterate that, as regards the gentleman in question, we cannot believe that this account accurately describes what took place; but it does, at any rate, fairly enough represent the nature of the claim made by the bill.

This, however, is but fringe. Had the conduct of the editor been all that we would willingly believe it was, the principle of the bill would have been none the less objectionable. This we say without adverting to a point which seems to us of considerable importance with reference to this question, and which the plaintiffs will doubtless have to meet, should they be so ill-advised as ever to bring the case on again—viz., can there, in the nature of things, be any copyright in the report of a judgment? That the statement of the facts of a case, the marginal note prefixed thereto (called by Mr. Rolt, we know not on what authority, the "rubric") and

perhaps even the arguments of counsel, when digested and arranged, are proper subjects of copyright, it is impossible to deny; but whether this can or not be properly predicated of the report of a judgment pronounced in open court, is, we submit, matter, to say the least, of grave doubt. That a *verbatim* copy of the judgment is *publici juris* no one can deny, and though it may occasionally, or even ordinarily, be necessary or expedient to condense the report, and give merely the substance of the learned judge's remarks, giving, perhaps, the appearance of an elaborate and finished essay to that which, as delivered, was an unstudied and even diffuse discussion, we are far from satisfied that it does not, nevertheless, remain a "compilation" within the principle which was admitted in the argument of *Saunders v. Smith*, 3 M. & C. 711 (a case with which Mr. Maxwell ought to be familiar), to exclude publications from the benefit of copyright. If two reports of the same judgment differ materially, one of them is a mis-report, and it would obviously be of the worst consequence to afford any protection to the one which is false; if they do not differ in any substantial respect they already compete with one another in as damaging a manner as *verbatim* copies would do, and therefore it would be impossible for any plaintiff (not alleging any inaccuracy in his own report) to prove any damage whatever from the reprint of a judgment by the defendant, and an action or suit instituted for such a purpose must be merely a new phase of the old principle of "dog in the manger."

The present case, however, falls ludicrously far short even of the adoption entire of the fruits of the labour of another in the report of a judgment by one who has bestowed no labour of his own upon it. It appeared from the affidavits filed in opposition to the motion for injunction (which was heard on Friday and Saturday in last week), that the reporter for the *Jurist* had taken a very full shorthand-note of the judgment in question, and had compared the printed judgment with this and altered it wherever they differed except in mere verbiage, and that it was the judgment so altered, and not a mere reprint of the *New Reports*, which appeared in the *Jurist*. This seems to us to bring the case within the principle of *Spiers v. Brown*, 6 W. R. 352. The Vice-Chancellor was, on the hearing of the motion, supplied with a transcript of these shorthand-notes, and frequently interrupted Mr. Giffard with such remarks as "I find all that in these notes;" "the whole substance of that is here," and such like.

Our main ground, however, for opposition to this most mischievous bill is that it is utterly opposed to the common and time-honoured practice of reporters. We observe, indeed, that the learned gentlemen who act as equity editors of the *New Reports* made an affidavit ignoring this practice, and stating that they had given strict instructions to their staff not to receive any assistance from any other reporter, and, we presume, though that was not stated, not to give any. We cannot doubt that what the gentlemen in question have stated is literally true, and that such instructions have been actually issued to the staff of the *New Reports* in the various equity courts, but most certainly they have not been generally acted upon, and we believe that they can never have been intended to be actually carried out in practice. We can answer for it that, the learned editors to the contrary notwithstanding, their reporters, in some at least of the equity courts, are as accommodating, and as often accommodated, as any others, and that if such isolation of the *New Reports* as this affidavit describes should, as is possible, be the result of this suit, that periodical (or its staff) will not be the greatest gainers by the change.

We observe, among the affidavits filed on behalf of the defendants, two, in which gentlemen employed on the staff of the *Weekly Reporter* mention instances in which their reports, after having duly appeared in the *Reporter*, were copied entire and verbatim into the *New Reports*,

not merely, as in this case, the judgments, in which there is, as we have said, a sort of common right, but the very statements of the facts of the cases, which are of all parts of a report the most peculiarly private property. In one of these cases the deponent says that he "gave permission to the gentleman who reported the said case for the *New Reports* to make use of" his report of the said case "in accordance with the system of mutual accommodation" above described, but in the other case it is expressly sworn that no such sanction was ever asked for or given, "though," the reporter says, "if I had been so asked, I should, so far as I had the power, have been perfectly willing to do so." If, however, the plaintiffs in this suit have any shadow of a case, the reporter could have had no such power, as their case is that the copyright is not in him, a mere salaried servant, but in the registered proprietors of the book.

The Vice-Chancellor, who, throughout the opening of Mr. Giffard, had frequently expressed his disapprobation of the motion, did not think fit to hear the defendants, but made no order, merely directing the motion to stand over till the hearing. We confess that we regret that it was not refused with costs; we have no doubt that this will, in some form or other, be its ultimate fate, but we should have felt an added gratification if his Honour had so decided then and there, *pour encourager les autres*.

THE SELECT COMMITTEE of the House of Lords on the "Edmunds Scandal" have presented their report. It goes at great length into all the details of the charges made against Mr. Edmunds, which the committee find to have been established. It deals also with the transactions which took place relative to the celebrated £5,000 mortgage, and entirely acquits Lord Brougham of any participation in the arrangement. This part of the report concludes with the words—

The Committee trust that they may, without departing from their proper functions, be permitted to express their gratification that the result of their inquiry should thus have been to remove the possibility of any suspicion attaching to the character of so distinguished a member of your Lordships' house.

So far, the report appears to have been unanimous. In that part, however, which concerns the course taken by the Lord Chancellor, a remarkable difference of opinion seems to have existed. The report, as presented, after detailing the circumstances well known to the public, up to the determination of Mr. Edmunds to resign, state that—

There is a material difference in the statements of Mr. Leman and of the Lord Chancellor as to the promise made by his Lordship with respect to the pension. Both agree as to the words used, that the Lord Chancellor "would throw no obstacle in the way of the pension;" but Mr. Leman states that on each occasion the terms of the Lord Chancellor's assurance were, "if Mr. Edmunds would resign, he would throw no obstacle in the way of his pension;" while the Lord Chancellor says that when it was communicated to him that Mr. Edmunds intended to resign, then he did, as Mr. Leman says, voluntarily and of his own accord say, "I will throw no obstacle in the way of his having a pension."

The report goes on to state that the Lord Chancellor had said that he had directed the matter to be brought before the House—

"Only in order that the House of Lords might no longer have that officer, and when that officer retired, then I determined for myself, rightly or wrongly (I take all the responsibility of it), that I would not interfere actively to prevent his having a pension."

The report then continues—

The Committee cannot coincide with the Lord Chancellor in the view thus taken by him of his public duty. In their opinion it was incumbent on him, who presented the petition of Mr. Edmunds to the House of Lords, in some manner to have apprised the Parliament Office Committee of the circumstances under which the resignation of Mr. Edmunds of the clerkship had taken place, and with which

the Lord Chancellor was officially acquainted, and not to have left them to decide the question of a pension with no clearer light than that which could be derived from vague and uncertain rumours. *The committee have, however, no reason to believe that the Lord Chancellor was influenced by any unworthy or unbecoming motives in thus abstaining from giving any information to the committee.* . . . It is to be regretted that the committee did not consider it to be their duty under the circumstances to act upon their general knowledge or impression so far as to interpose some delay before the question was finally disposed of in favour of a pension, which, had the circumstances been fully known to them, would probably not have been recommended.

This last paragraph was carried, on a division, by a majority of six to five. It was therefore the report of Lord Granville, the Duke of Somerset, Lord Clarendon, Lord Dalhousie, Lord Stanley of Alderley, and Lord Taunton. The paragraphs originally proposed, and which were supported by Lord Derby, the Duke of Montrose, Lord Malmesbury, Lord Donoughmore, and Lord Chelmsford, were as follows:—

The opinion which the Lord Chancellor appears to have entertained of his duty upon this occasion is one in which it is impossible for the committee to concur. In forming a judgment upon it, it is necessary to bear in mind the position in which Mr. Edmunds stood at the time his petition was presented to the House. . . . These circumstances were fully known to the Lord Chancellor, and were all essentially important to be known by the House, in order to enable it to determine whether Mr. Edmunds was deserving of a pension or not. All that was afterwards done in the House was founded upon the petition presented to the House by the Lord Chancellor without observation. Upon its presentation the acceptance of Mr. Edmunds' resignation was moved and agreed to, and the petition was afterwards referred by the House to the select committee on the office of the Clerk of the Parliaments.

Although the committee see no ground for attributing to the Lord Chancellor any motive, except an unwillingness to act harshly towards an officer of the House who had faithfully performed his duties to it for many years, they are compelled to come to the conclusion that in withholding from the knowledge of the House the serious matters affecting the character of Mr. Edmunds, and presenting his petition as if he approved of his application for a pension, he acted under a mistaken sense of his duty, and has thereby occasioned serious reflections to be cast upon the conduct of the House, and has placed it in a situation of great embarrassment and difficulty.

These paragraphs having been rejected, and that above stated having been insisted on in their place, it was then proposed to add a clause to the effect that the House ought to reconsider its former resolution, *i. e.*, to cancel Mr. Edmunds' pension. This proposal was, however, negatived, the three Cabinet Ministers alone voting in favour of its adoption.

IT IS WITH GREAT REGRET that we find ourselves obliged again to call attention to the extraordinary scenes which from time to time disgrace the administration of justice in the inferior courts in this country: it would seem as though that respect to the Court, which the judges of the superior courts, both of law and equity, have from the earliest times succeeded in imposing, not merely upon the officers of and practitioners in these courts, but upon the public generally, is utterly wanting in the other tribunals in question; and accordingly we find counsel, solicitors, witnesses, and parties, all in turn conducting themselves in a manner by no means calculated to increase the dignity or repute of the local courts. The following is the latest instance of these scandals:—

At the Leeds Townhall, on Monday, Joseph Padgett, clerk, was charged, at the instance of the official liquidator of the Leeds Banking Company, with forgery and fraud. During the case a "scene" occurred between Mr. Bond, the prosecuting attorney, and Mr. Vernon Blackburn, who represented the prisoner. The latter had characterized something in which Mr. Bond was concerned as scandalous, whereupon that gentleman interposed with the following

burst of indignation:—"I will not submit to hear any young jackanapes who appears here say that anything which takes place in my office is scandalous. Because a man wears a wig and gown, does he think he is to talk in that manner to me, a man old enough to be his father? If he was out of the court, I would wrench his head off." Mr. Blackburn told Mr. Bond his age protected him, to which the latter retorted, "Your insolence does not protect you," and it was some time before the mayor could restore the quiet of the court. The prisoner was ultimately committed for trial, but allowed bail.

THE FIFTH PUBLIC FESTIVAL in aid of the funds of the Solicitors' Benevolent Association will take place on Friday, June 16, at the Freemason's Tavern, Great Queen-street, London, under the presidency of the Right Hon. the Lord Chief Justice Erle. We trust that there will be no check to the gratifying success which has attended the past festivals of the Association, both in the increase of its funds and the accession of new members, and that by the united efforts of the profession its interests may be still further strengthened this year.

AT LENGTH the profession will be gratified by the announcement that the Courts of Justice Building Bill, and the Courts of Justice Concentration (Site) Bill, have passed through Committee of the House of Lords and may be considered as law. The opposition, which has for so many years stood in the way of the much needed improvement which this legislation will effect, has gradually dwindled down till, from being formidable, it has become inappreciable, and the opponents of the measure have been compelled to content themselves with expressing their dissentient opinions by way of protest, without attempting, except at the last stage, a division in either House. The result of that solitary division, the details of which will be found in our Parliamentary columns, has been conclusive in favour of the scheme. And now that the matter has proceeded thus far, the site having been decided on and the ways and means provided, we may venture to express a hope that immediate steps will be taken for the commencement of this great work. *Dimidium facti qui caput habet.* Although nothing ought to be done hurriedly, it cannot be forgotten that the evils to be remedied are existing and increasing day by day, and that the construction of a building of the magnitude required must necessarily be a slow operation, and will probably occupy several years in its completion. And if a space of five years (by no means too much time) is to be taken up in providing this accommodation, it is desirable to look ahead a little further still and to estimate what will be the probable wants of the country, existing and prospective, at the end of that five years. All the judges and officers of the several courts have, we understand, been applied to for estimates of the space they will require, and the majority, if not all, have returned answers. These replies, together with all the other requisite information, should be submitted to a proper working committee for immediate consideration and report. *Bis dat qui cito dat.*

We have no pet plan of our own to advance, but desire to call attention to the consideration that if the building is commenced on too narrow a scale it will be difficult to add to it after completion, and expensive to do so during its erection. Another part of the scheme, and a very essential part, is the means of approach. At present the only leading thoroughfare which would afford suitable access for the public is the Strand, a street already liable to be blocked by the immense amount of traffic passing through it, and, although, judging from appearances, one might be led to suppose there is a present intention to widen Carey-street at the Chancery-lane end, there is nothing, that we know of, to give us any security that even that little benefit will be finally secured, and such as it is, it will be rendered almost useless by the narrowness of Chancery-lane. A thoroughfare through Lincoln's-inn-fields from the north is imperatively called for, and this can, we think, be most conveniently made through one of the turn-

stiles. This is a very essential part of the scheme, and only second in importance to the plan of the building itself.

On the other hand the requirements of the profession must not be overlooked, and for their benefit there ought to be easy means of access for foot passengers from north and south: northward from Bedford-row, Gray's-inn, Chancery-lane, Lincoln's-inn-fields, and Lincoln's-inn; and southwards, from the Temple, Somerset House, and its adjuncts. The necessity of crossing the great thoroughfares of Holborn and the Strand will be found a serious drawback in this point of view, and we trust that the commissioners will take care, whatever they may do with Carey-street and Serle-street, not to increase this difficulty without providing a remedy.

MR. REA, whose extraordinary conduct before the committee in the House of Commons on the Belfast Improvement Bill we mentioned about a year ago,* has been again distinguishing himself in a similar manner. The following account of his proceedings on Tuesday last, before the committee on the county Antrim and Belfast Bill, is taken from the *Standard* of Wednesday:—

The committee had declared the preamble of the bill passed.

Mr. Rea demanded to be heard before the decision was recorded.

The Chairman (Mr. Talbot) told him he could not be heard.

Mr. Rea.—Then it is illegally passed, and if you were not in the chair I should say it was corruptly passed.

The Chairman said he might seek redress by appealing to the House of Commons.

Mr. Rea.—I will appeal to the House of Commons and the law of England as well, not against you, but against the hon. member for Lancaster.

The Chairman.—I shall order you out of the room.

Mr. Rea.—That may be, but I shall not leave, unless you put me out by force.

The Chairman.—I shall order the room to be cleared, and if on your return you go on in this way I must order you out again.

Mr. Rea.—You may if you like, but I shall go on as I think fit. I have the greatest possible respect for you personally, but I think you are deluded in this matter.

The Chairman (indignantly).—Leave the room, I say.

Mr. Rea.—I shall not. I am not going to be a party to the plundering that goes on between counsel and agents in these cases. As a suitor I have a right to be heard before counsel or anybody else, and there's no other way to stop this corruption except by being personally heard.

The Chairman ordered the room to be cleared.

The public were loath to leave Mr. Rea behind.

Mr. Rea said he only required a formal assault by the sergeant-at-arms, and then he should have his remedy against this injustice.

The Chairman.—You must withdraw.

Mr. Rea.—I will not. With the greatest possible respect, I will not.

A messenger was dispatched for the police.

In the meantime the Chairman reminded Mr. Rea that he was a person of legal education, and therefore ought to know he was damaging his own case by this obstinate conduct. "If you will take my advice," he added, "you will quietly leave the room; if you won't, you must take the consequences."

Mr. Rea said he cared naught for the consequences, and he certainly should not take the advice. Mr. Humberston (a member of the committee) ought to interfere to protect the rights of the profession, as he was a solicitor himself.

The police entered—three of them.

The Chairman.—We wish you to remove that gentleman from the room, and do not let him come in again.

The police proceeded to execute their order, an officer at each side of the refractory individual, laying a hand on his shoulder.

This did not prevent Mr. Rea crying out that he had at his back four and a-half millions of Catholics in his native country, and that it was only a question of time who would

win the day. He hoped he had caused no pain to the chairman.

The Chairman said he had, very great pain.

Mr. Rea was sorry for it. He was sorer still that Sir Hugh Cairns had got a member of the Whig party to join him in his proceedings.

By this time the trio had reached the corridor, and as the officers released him, Mr. Rea burst into a loud laugh.

It would seem that the extraordinary leniency of the former committees of both Houses, in their dealings with this gentleman, have borne very different fruit from that which might well have been anticipated.

A PARLIAMENTARY RETURN just issued states that from the opening of the office of Land Registry, on the 15th of October, 1862, up to the 1st of March, 1864, the number of applications for registration of estates was but sixty-five, but from the 1st of March, 1864, to the 20th of April, 1865, the number has been 211. Thirty-two land certificates have been granted; it is not stated whether for indefeasible titles. No application has been made to the Court of Chancery for a judicial declaration of title under the Act of 1862.

WE ARE SORRY to have to announce the death of Mr. John George Phillimore, Q.C., who died yesterday week, at the early age of fifty-five. The learned gentleman, who sat in the Parliament of 1847 as member for Leominster, was appointed in 1852, when the readerships were first established by the Inns of Court, reader in Constitutional Law and Legal History, a post which he filled up to the time of his death. The appointment to the vacancy thus caused is in the gift of the Council of Legal Education.

FROM THE REPORTS laid before Parliament by Mr. Trevenhere, on the subject of the working of the Bakehouses Regulation Act, 1863, there can be no doubt that legislation on this subject has not taken place a moment too soon, and that a stringent Act, firmly carried out, is necessary in order to secure that the work of a bakehouse shall be carried on under the most favourable sanitary conditions.

AT THE SITTING OF THE COURT OF QUEEN'S BENCH on Saturday last, Sir Edward Vaughan Williams, late one of the Judges of the Court of Common Pleas, was sworn of her Majesty's Privy Council. The learned ex-judge was received by the Judges and the Bar with every mark of respect, the Bar standing up when he came into court, and remaining standing while he was being sworn.

DEEDS OF ARRANGEMENT WITH CREDITORS.

VI.

(Continued from p. 390.)

In *Deverhurst v. Jones*, 12 W. R. 885, 33 L. J. Ex. 294, a deed was held reasonable which contained an assignment of the debtor's property to a third party, with a covenant by such third party to pay the creditors a certain composition by instalments. And it was there determined that it is not necessary that an arrangement under section 192 should be carried out through the intervention of a trustee. Again, in *Stone v. Jellicoe*, 12 W. R. 922, 34 L. J. Ex. 11, a deed was supported which provided for the payment of the debts by instalments extending over several years. In this latter case it was also decided that a deed is not bad, because the only effect of non-payment of the composition will be to remit the creditors to their original demands. And the same holds good even although the deed contains no covenant by the debtor to pay the composition, and shows no means by which the creditor can enforce payment (*Garrod v. Simpson*, 13 W. R. 460). It was further held, in *Stone v. Jellicoe*, that it is not necessary that a schedule of the creditors should be appended to the deed.

In *Walker v. Neville*, 13 W. R. 523, the deed provided for the payment of eighteen shillings in the pound by three

instalments, and it contained a letter of license, permitting the debtors in the meantime to carry on their business under the inspection of a committee, with a clause empowering the committee "at any time before payment of the said composition, by writing under their or his hands or hand, to revoke the letter of license" contained in the deed. This clause was objected to as unreasonable, but the Court, in giving judgment, said that it was "not such an unreasonable condition as would avoid the deed."

In *Irving v. Gray*, 3 H. & N. 37, objection was taken to several of the clauses contained in the deed of inspection there pleaded, but it was, nevertheless, upheld. That deed contained a clause empowering the inspectors, when and so often as they might think it for the interests of the creditors so to do, to make advances out of and on account of the estate in furtherance of the objects contemplated by the deed or any of them, on account of any mercantile or other operations which should have been undertaken by the debtors. The Court considered that "such a discretion might well be given to the inspectors by creditors amounting to six-sevenths in number and value." The deed in *Strick v. De Mattos*, 12 W. R. 963, 33 L. J. Ex. 276, contained a similar clause, couched, however, in somewhat more objectionable terms, but no allusion was made to it in the argument of that case. The deed, in *Irving v. Gray* (p. 47) further contained a clause empowering the inspectors to employ or require the assistance of the debtors in winding up the estate in the mode and to the extent the inspectors should judge proper, and also from time to time to make and pay to them such reasonable remuneration as the inspectors should think proper. This too, was held to be good.

In *Irving v. Gray* (p. 58) and *Strick v. De Mattos*, 12 W. R. 962, 33 L. J. Ex. 276, the deeds contained a provision respecting the retention of dividends due to non-assenting creditors, which was much objected to. The clause in the former case provided that in case any dividends should be made before all the creditors should have executed or otherwise acceded to the deed, the inspectors for the time being should be at liberty, if in their discretion they should think fit so to do, to retain or direct the retention of a sufficient sum for the purpose of paying like rateable dividends to any creditor or creditors who should not have so executed or acceded to the same, or whose debt should not have been ascertained, and pay such dividend to such creditor or creditors on his or their executing or acceding to the deed, or on the dividends being ascertained, as the case might be; or in case no such retention should be made, the inspectors should be at liberty, out of the first monies which should afterwards come to hand arising from the said estate, to pay to such creditors as should afterwards execute or accede to the deed, or whose dividend should be afterwards ascertained, a rateable dividend on the amount of his debt, before any further dividend should be made among creditors who might have previously executed or acceded to the same, but not so as to disturb any dividends which might previously have been paid to the other creditors or any of them. This provision was likewise pronounced valid. The corresponding clause in *Strick v. De Mattos* was very similar in its terms, and the objection taken to it was thus dealt with in the judgment of the court:—"It was said that this clause gave a power of punishing a refractory creditor, by authorising payment of dividends to the full extent of the funds realised at any time to other creditors, reserving nothing for the dissenting creditors but the chance of further dividends. But it seems to us this is not the true effect of the clause. When the debt of the dissenting creditor is admitted, it would be the duty of the inspectors to set aside a sum for his dividend, and the provision for paying dividends out of future assets, does not make that less their duty, but gives a further power, and says what shall be done in cases where (whether from breach of duty, neglect, or from the dividend not being ascertainable) a sum has not been set aside. This clause, therefore, we cannot pronounce to be unreasonable, though no doubt it would have been better

to have worded it so as to preclude the objection taken to it."

One more provision remains to be noticed. The 30th clause of the deed in *Strick v. De Mattos* declared that the deed was intended to be a deed of inspectorship within the provisions of the Bankruptcy Act, 1861; but in case the same for any reason could not so operate, it should, nevertheless, be binding on all creditors executing or assenting to, or approving of the same. This clause was objected to on the ground that it precluded a creditor from signing the deed unless he was prepared to be bound, though the whole of the creditors were not, and so put a creditor in the dilemma of assenting to the deed and tying his own hands, while non-assenting creditors were at liberty or not of signing, and so losing the benefits consequent on doing so. "The true answer," said the Court, "to this objection is that no part of the deed is binding on a non-assenting creditor till it is executed by three-fourths; and then this clause is inoperative. The creditor may, if he think fit, assent to the deed conditionally on its being assented to by three-fourths of the creditors."

Before leaving this subject it may be well to notice the provision which was inserted in the deed in *Strick v. De Mattos*, with the view of obviating any difficulty arising from its containing clauses which might be deemed unreasonable, and the mode in which the Court dealt with it. The clause in question declared that it was intended that the estate and effects of the debtor should be administered on the principle of the bankrupt laws, or as near thereto as circumstances would admit, and that the deed should be construed so as to give effect to such intention, and that in the event of anything contained therein being deemed to be inconsistent with the principles aforesaid, the deed should be read and construed as if such inconsistent matter were expunged, and in lieu thereof the said law of bankruptcy or rule of administration adopted thereunder should be substituted therefor. Upon this clause the Court said:—"Whether it would have the effect of nullifying anything contrary to it it is not necessary to determine, for at least it fixes the meaning of otherwise doubtful provisions, and shows that they must, if capable of two constructions, receive that which makes them reasonable and good."

It has been contended in several of the cases above cited, on the authority of the Lord Chancellor's decision in *Ex parte Spyer*, 11 W. R. 1008, 32 L. J. Bkcy. 62, that the Court might reject all unreasonable clauses which were repugnant to the main intention and purpose of the deed. This view has, however, not been adopted by the Courts, and in *Leigh v. Pendlebury* (*ubi sup.*), the Court considered that the contrary was established by *Woods v. Foote*, 11 W. R. 380. *Ex parte Spyer* is not really an authority for saying that the Courts have any such power. The deed there contained a distinct trust to pay the creditors rateably and proportionately, without any preference or priority, the amount of their respective debts. It afterwards "authorised and empowered" the trustee to pay, or make such arrangement with the creditors whose debts were under £10, as he might deem expedient. This, the Lord Chancellor said, was "a power without any obligation to exercise it; a power committed entirely to the discretion of the trustee. . . . If it had been a trust, or absolute direction to pay, there might have been ground for the objection; but as the deed proposes only to give liberty to the trustee, if the exercise of that liberty be at variance with the duty and obligation of the trustee as declared by the rest of the deed, and the law applicable to it, then the liberty, being repugnant to the higher duty, is simply a power which the trustee has no right to exercise." These remarks must, of course be taken *secundum subjectam materiam*, and the principle there acted upon would not be applicable at all to such a covenant as that contained in *Woods v. Foote*, or, indeed, to any of those objected to in *Leigh v. Pendlebury*, except the one as to debts under £10 being paid in full.

Having now exhausted the cases bearing on the three main propositions with which we started, it becomes necessary to consider some subordinate matters, which have been the subject of much discussion in the courts, and which are now, more or less, settled by judicial decisions.

(To be continued.)

OUR POOR LAWS.

The objects of the measure introduced some time ago by Mr. Villiers, for the better distribution of the charge for the relief of the poor in unions, which it seems is probably about to pass into a law, are twofold—first, to provide that the entire relief of the poor in unions should be charged to the common fund; secondly, that the union should become, in truth, the parish for the purposes of settlement; that is, that removals should take place only between union and union, and no longer amongst the parishes of any particular union. This latter is merely an extension of the principle which has been recognized ever since we have commenced the reform of our poor laws, which were based, in this respect, upon too narrow principles. Although possibly not obvious at first, it must be readily admitted, upon consideration, that there is a great difference between a charge for the support of the poor, and a highway rate, or any of the other ordinary expenses of the parish. With regard to the former, the parish may be entirely helpless; the poor may be cast upon it against its will, or without its concurrence, and without reference to its resources or its extent. And in towns consisting of two or more parishes, a peculiar difficulty exists. There a rich parish may become completely covered with high-class houses, and thus drive out the poor, who are necessitated to take shelter in the neighbouring parishes, however poor and crowded they might be; and this although the rich parish may still require the labour of those which it has thus expelled. Again, in very small country parishes the same thing may often, and, we believe, does sometimes, occur. When the whole of a parish is the property of one, or of a very few, and no part of it is distant more than a very moderate walk from its borders, it may occasionally be to the interest of the proprietor or the farmers to require the workmen, by whose labour they all live, to reside in the neighbouring parish, and thus escape any liability for the support of such of them as may require assistance. It will not often be the interest of the farmer, though it may be that of the owner, to take this course; for he thereby loses a greater or less portion of the man's labour, for which he, nevertheless, has to pay; but such instances undoubtedly have occurred, and, wherever this is so, an injustice is committed.

The evil effects of this system, and the mode by which it has been carried out, are forcibly illustrated by Mr. Grady, in his "Handy-Book on the Diminution of the Poor Rates,"* where the reader will find an excellent exposition of the views of the principal opponents of the parochial system. Without, however, by any means pledging ourselves to all the statements of a writer, who, though always deserving of attention, seem to us far too much given to extreme measures, we can cordially agree with his book to this extent, that the parochial system is an entire failure in the metropolis, works unjustly in all the principal towns, and is open to some objections even in the rural districts, and we fully concur with him that some general system of taxation is urgently needed. The law of settlement and removal is, we admit, always and everywhere, utterly absurd and inhuman.

The first enactment on this subject was passed in the reign of Queen Elizabeth, and the second in the time of Charles II., and the parochial divisions having been extended to all the townships, and being altogether of the

number of 10,500, the practical operation of the law of settlement and removal has been for two centuries to array these arbitrary divisions of the country in hostility to each other, each being obliged by law to bear the burden without reference to the extent to which it might reach, or the ability to bear it; and each having the power, subject to certain conditions, of casting the burden on its neighbours. This is the history of the poor laws for 200 years—10,500 arbitrary divisions saddled, as Mr. Villiers said, with the burden of poor relief, and each trying to cast its burden upon the other, without the slightest reference to the interest, the morals, or the well-being of the poor in any respect.

But if the first part of this measure appears to us adapted for town use only, and, therefore, as it stands, too sweeping, the second part of Mr. Villiers' bill but partially redresses the evils at which it is directed. Constituted as the House of Commons is, it was, perhaps, not possible to grapple with these evils in a bold and comprehensive manner. Long practice and the *vis inertiae* of our institutions are always powerful barriers to surmount, and we as often have cause to rejoice at as to lament it. Such strong citadels are not easily or expeditiously captured. It was, therefore, necessary by gradual steps to prove that the evils to be encountered are capable of removal without producing evils of another class, and, accordingly, the establishment of unions has been taken advantage of to limit the operation, without abolishing the principle of removeability.

It has been found that the fact of each parish being permanently chargeable with its own poor, caused each to be in a state of continual hostility with its neighbours, and the sole object of guardians became to rid themselves of their existing burden, or prevent its increase rather than to administer the law. This state of things was attempted to be remedied by the 9 & 10 Vict. c. 66, which limited the period of removeability to five years, since reduced to three years, by 24 & 25 Vict. c. 55.*

The statutes mitigated, to some extent, the cruelty of removing paupers from their connections to a place where they had become absolute strangers, and made an inroad upon a barbarous and expensive system. The working of this may be seen by Mr. Villiers' figures, which show that of Irish removals there were in 1854 as many as 16,047, while in 1862, the year after the Three Years Residence Act was passed, there were but 1,212. The removals of the same class from Liverpool in 1863 amounted to 5,043, while the year before last they were under twenty, and last year there was not one.

In other directions these changes in the law have effected good. The extent of the redistribution of the burden, which was, amongst others, caused by those provisions, is very important. In 1861 the expenditure for irremovable poor was only £352,372, while in 1864 it increased to £1,433,990; and that this was not the result of extravagance is proved by the fact that in 1855 the total cost of relief per head was 4s. 11d., while in 1864 it was 4s. 8d. upon the population. The general cost of relief had diminished, while that for the irremovable poor had increased.

However pleasing all this is, it still leaves untouched the great question of the equalisation of burdens. In this point of view, every objection which can be urged against the division into parishes applies with undiminished force to that to unions. Even as regards removeability, we have only taken one step in advance; for removal from parish to parish is to be substituted removal from union to union. This will, indeed, Mr. Villiers tells us, diminish the removals fifty per cent., and we may hope that its success will speedily lead to its extension. But the question of the general equalization of the burden is another matter, and one which cannot be fairly attempted so long as the present system of taxing the land, and the land alone, for the relief of the poor, continues. When a general poor rate shall be levied over the whole country, either directly, by

* Wildy & Sons, Lincoln's-inn-archway. See the chapters on the new motives for clearing estates. The effects of the law of settlement and removal of the ratepayers, including the inequalities in the metropolitan parishes, and the effects produced by the law of settlement on agricultural labourers.

* See Grady on Diminution of the Poor Rates, p. 78.

an income tax directed to that special object, or indirectly, by a payment out of the Consolidated Fund in aid of parishes or unions, according to some well devised scheme, such as that so admirably worked out by Mr. Pownall in his pamphlet on this subject, then, and not till then, will it be possible to remove that system of antagonism between contending districts—be they parishes, electoral divisions, unions, or counties—of which the pauper has been the victim for nearly 300 years.

Mr. Villiers' bill, which would be excellent if confined to the London district, merely arrays in the ranks of this inevitable contest larger areas, with more funds at their command to squander, and less object in economizing their means.

COMMON LAW.

PRESCRIPTION—COMMON—LEVANCY AND COUCHANCY.

Carr v. Lambert, Ex., 13 W. R. 499.

It is perhaps a necessary consequence of the moderation naturally induced by free discussion on every subject, that our reforms—whether political, legal, ecclesiastical, or social—are rarely of that sweeping character so dear to theorists of all complexions, but are rather confined to the amendment of some leading defects, or the removal of some difficulty or anomaly of detail. This compromise, as it is sometimes considered—between what is, and what in theory ought to be—appears in our legal world in many peculiar forms. That which we call a reform of the law, often, however, substitutes one system of unnecessary technicalities for another, not differing therefrom except in one or two leading particulars; or not seldom, it transfers the absurdity or inconvenience from one point of the system, to another somewhat less prominent.

For instance, in 1844, the Legislature desired to reform the cumbrous practice of conveyance by lease and release, but instead of placing the freehold at once in grant—as was afterwards done—it contented itself with substituting the recital of the lease for a year, in place of the actual lease; and we are not disposed to quarrel with this cautious tentative process as a general principle. Once, indeed, when the Legislature attempted boldly to leap full-armed into the gulph—and by "one fell swoop" commuted contingent remainders into executory devises—it found that theory had been so imperfectly instructed, and practice had turned out so difficult to conciliate, that it was forced rapidly to retrace its steps, and the next year saw contingent remainders rehabilitated on their common law ground preserved, indeed, from the power of the tenants of the particular estates, but not from failure by operation of law.

It is needless to adduce—as might so easily be done—other instances of legal reform which merely substituted one series of technicalities for another.

"Nil agit exemplum litem quod lite resolvit."

The law of prescription, together with other time-honoured rules, was put into the crucible of reform in the late reign. But the prescription Act (2 & 3 Will. 4. c. 71) carefully avoided the introduction of any new artificial rules of evidence, and was limited in the scope of its operation to the mere substitution, in certain specified cases, of definite terms of years, for the old rules giving rise to prescriptive presumptions. Its provisions are very far from comprising every conceivable subject of prescription. Wreck, for instance, is certainly neither a *profit a prendre*, nor an easement. Other franchises, likewise, and various incorporeal rights, are unprovided for by the Act. But a French assembly—or a Parliament of "philosophical reformers," would undoubtedly have added a section respecting every incorporeal right not comprised in the previous sections—which would probably have been found inapplicable to the first case which arose in practice.

The present case exemplifies an omission of another kind in the Act. It gives no definition of the rights

to which it relates, so that these are to be determined according to the rules of the common law, often prolific of very subtle distinctions. A right of common, for instance, one might think, could not admit of many varieties. Yet there is reason to contend that the authorities imply that although, where the question relates to the number of cattle which a party may depasture, it is not necessary to show that they have been actually fed on the land in respect of which the right of common is claimed, yet if the point at issue be one of trespass, the animal must be shown to have been fed from the land to which the right of common is appendant or appurtenant. The origin of this supposed rule appears to be that a common of pasture appendant was at first confined to such cattle as were necessary to till and manure the dominant tenement. But as this number could not be easily determined in every case, the rule in the course of time came to mean that the number of commonable cattle should be the largest number of which this could possibly be predicated—that is to say, the number which the land to which the right is appendant could maintain by its produce through the winter. Thus, in *Scholes v. Hargreaves*, 5 T. R. 47, it is said that so many as can thus be maintained are to be considered levant and couchant on the land. This definition of levancy and couchancy is, at present, established by numerous authorities—*vide Patrick v. Loure*, 2 Brownl. 101; *Smith v. Bonsall*, Golds. 117; *Cole v. Foxman*, Noy. Rep. 30; *Leech v. Widsley*, 1 Vent. 54, Willes, 231. To understand fully the explanation of the terms levancy and couchancy, it is necessary to remember the distinction between common appendant and common appurtenant. The former is enjoyed as an appendage of the ancient arable land of a manor, and was, as above stated, originally limited to the number of cattle required for the tillage of the dominant land. But the capacity for *wintering* was the limit to common appurtenant. Finally, this latter measure was also adopted, on the principle of *maxima* above mentioned, to determine the number of commonable cattle in all cases alike, no matter whether the common claimed were appendant or appurtenant.

But it appears that even at the present day the commoner cannot agist the cattle of a stranger for hire—that is to say, he cannot rent his common right, even if he have no beasts of his own. And where common is claimed as appendant to a house or yard, without any land, although such a right can, of course, be established on the ground of prescription, or under an express grant, the nature of the case does not afford any measure of levancy and couchancy. User, therefore, in these cases, determines the number. But if there be any land in respect of which the common is claimed, then the limit—simply levancy and couchancy—is the common measure always applied.

Questions of surcharge are those which most usually arise with respect to claims of common, and these questions are to be determined either by user, if the prescription relate merely to a messuage, or by the test of possible levancy and couchancy, if the claim be founded upon the possession of land. In the present case a new distinction was sought to be established. The action was one of trespass *quare clausum fregit*. The plea alleged that the defendant had enjoyed common of pasture as of right for thirty years before action brought, in the *locus in quo*, for his cattle levant and couchant upon a certain toftstead belonging to him, as appurtenant thereto. Upon a traverse of this it was proved that the toft consisted of garden ground, and that cattle used merely to be stalled in some houses thereon—no part of the produce, however, being applied to maintain them.

The judge at the trial doubted whether, under these circumstances, the cattle were levant and couchant, and directed a verdict for the plaintiff, giving the defendant leave to move. The Court granted a rule absolute to enter the verdict for the defendant. No difficulty ought, we think, to have arisen from the use of the terms levant and couchant in the plea. For these terms might, *ut res magis valeat*, be held to mean merely a per-

manent right of common as distinguished from a mere right of passage for cattle—*via, actus, iter*. For, in the Terms de la Ley, 424, the phrase is said to mean "where the beasts or cattle of a stranger are come into another's ground, and they have remained a certain good space of time." That the phrase was afterwards used as a measure of number, ought not to denude it of its primary meaning. The Court considered that the terms of the plea were satisfied by proving that the toftstead was capable of maintaining the cattle, without proving that they were actually maintained thereon. This decision, therefore, displaces such foundation as some passages in the reports seem to afford for the alleged distinction between trespass and other forms of action against the commoner.

It is to be regretted that certain definitions of the nature of the user necessary to sustain a plea under the Prescription Act are nowhere to be found. Indeed, in the principal case, it was contended that the Act required a user still more constant than was necessary at common law. The Act certainly does not expressly require this. But incorporeal rights at common law are the subjects of so many distinctions—both in respect of custom and prescription—that it is no slight check to the utility of that statute, that it contains no definitions of the rights respecting which it was enacted. Perhaps it was not thought safe to attempt any.

REVIEW.

Outlines of Equity, being a Series of Elementary Lectures on Equity Jurisdiction, delivered at the request of the Incorporated Law Society, with Supplementary Lectures on Certain Doctrines of Equity. By FREEMAN OLIVER HAYNES, Esq. Second edition. London: Maxwell. 1855.

This is a reprint, with additions, of one of the courses of lectures annually delivered in the hall of the Law Institution. The work possesses all the characteristic excellences and demerits of such a reprint. On the one hand it is eminently "readable"—i.e., it presents the different subjects of which it treats in a connected and lively manner, so that the mind is carried on from point to point insensibly, as it were, and while the attention is fixed the memory is not bewildered; on the other hand, the work is in many places sketchy, and much valuable matter appears in the form of notes and appendices—a method which renders it almost inevitable that it will not be read, at least by those for whose benefit it is particularly designed.

These peculiarities are, however, rather inherent in all republications of matter originally delivered *viva voce*, than specially chargeable to the author of the present work. For the rest, the principal heads of equity jurisdiction are treated of in an easy and popular style, confined of necessity, as the title of the work confesses, to the merest outline, but with a distinctness and precision in that outline which must greatly lighten the subsequent labour of completing and developing the subjects in detail. It is, altogether, one of the most valuable *first* books we have had the pleasure of seeing, and may be read with advantage not merely by the beginner, whom it will enable afterwards to master, with an ease which will surprise himself, such books as Story or Spencer, but by many to whom it will supply no actual information, but who, nevertheless, will be astonished to find how far their previous knowledge has acquired method and precision from the perusal. We are neither ashamed nor reluctant to confess to such experience ourselves.*

The appendices contain much matter that is curious, if not practically useful, but we regret that the learned author did not add Mr. Jellett's statement of equity procedure to that of Mr. Chapman Barber, as it would have been both interesting and instructive to have had the opportunity of comparing the two rival systems, which are even now struggling for ascendancy in Parliament. If it be answered that such statement would have been of no practical value to English readers, which we do not admit, the same might be

said of the greater part of the appendices as they stand, yet who would not regret the absence of any of them? and, besides, the book, by its title page, professes not to be designed for circulation in England only.

COURTS.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR.)

April 29.—*Ex parte Kimberley; Re Kimberley*.—This was an appeal on the part of Mr. Kimberley* from an order of Mr. Commissioner Holroyd, who had refused to discharge him from custody. The bankrupt was detained in custody at the suit of Mr. Stourbridge, an opposing creditor. It appeared that Kimberley had obtained protection from the Court of Bankruptcy for a period of three months at a time, and at the end of this period had not applied for a fresh protection. In consequence of his arrest he came before Commissioner Holroyd, but his Honour declined to interfere and referred him to the court out of which the execution was issued. Upon a summons in chambers to show cause why he should not be released on the ground that he had obtained protection from arrest, Lord Chief Justice Erle declined to make any order. The bankrupt, in consequence, remained in custody, and now applied to the Lord Chancellor to set aside the order of the Commissioner.

Mr. Sargood was for the bankrupt.

Mr. Reed, for the detaining creditor, argued that the Court would not act, in the absence of explicit statutory authority, to set aside the decision of the Chief Justice of the Court of Common Pleas.

The LORD CHANCELLOR said that the Court must proceed with great circumspection in matters of this kind. As its authority was derived from statutory enactments, if an order for release from prison was not warranted by the statute, the gaoler who obeyed it would be held answerable for the escape of the prisoner from custody. The words of the statute which bore upon the present case were not very clear, and he would not take upon himself to put upon them a construction different from that of the Commissioner and Chief Justice Erle. He must adhere to the order of the court below, and refuse to grant Kimberley his release from custody.

(Before Vice-Chancellor Sir W. P. Wood.)

April 28 and 29.—*Maxwell v. Sweet*.—This case, which has excited considerable interest in the profession, came before the Court upon a motion by the proprietors of the *New Reports*, a legal periodical established in November, 1862, for an injunction to restrain the publication in the *Jurist*, of the 4th of March, of the report of a case before the Lords' Justices, on the ground that such report was pirated from the *New Reports* of the 4th of February. The case made by the bill was that the greater, and by far the most important, part of the judgment of Lord Justice Turner in this particular case, had been copied by the *Jurist* reporter, or adopted with only colourable alterations from the printed report that had previously appeared in the *New Reports*. In answer to this charge, the *Jurist* reporter stated that he had been in court and taken the judgment in shorthand, and that, so far as he could recollect, his report was compiled partly from a transcript of his own shorthand note, and partly from the *New Reports*, which he had told his clerk to copy, when he found that their report corresponded substantially with his own note. Several gentlemen engaged in reporting had made several affidavits stating the common practice of reporters to give and receive assistance by comparing notes, lending slips, &c. and scouting as most ungenerous and unaccountable any charge of piracy based upon a correction of one report by another that had previously appeared. In answer to this statement the editors of the *New Reports* had made an affidavit ignoring any such principle of mutual assistance, and stating the strict instructions given to their staff not to receive any help whatever, and, in effect, to hold themselves aloof from their competitors.

Mr. Giffard, Q.C., on behalf of the plaintiff, opened the motion yesterday afternoon, but had not concluded at the rising of the Court.

On the case being called on this morning,

Mr. Wickens was about to follow Mr. Giffard in support of the motion,

The VICE-CHANCELLOR, who had more than once suggested

* These remarks only partially apply to the supplementary lectures, which are tolerably full and very valuable discussions of certain isolated equitable doctrines, and are rather to be described as detached essays on these points, than as parts of a purely elementary textbook.

that the case was one for arrangement, said that, without intimating any opinion as to the extreme rights so rigorously asserted by the plaintiff, no immediate injury would result from allowing the motion to stand over until the hearing. If the parties thought that there were important rights to be tried—though he confessed he hardly saw such importance—then the case would go on, and all questions would be as well determined at the hearing as now. Let the motion stand until the hearing, costs to be costs in the cause.

Mr. Roll and Mr. Speed were instructed on behalf the defendants, the proprietors of the *Jurist*.

(Before Vice-Chancellor Sir J. STUART.)

May 3.—*Rhodes v. Bate and Codrington*.—Mr. Roll, Q.C., Mr. Greene, Q.C., and Mr. W. W. Karlake appeared for the plaintiff in this suit, the object of which was to recover certain property which she had assigned—as it was contended—voluntarily, without any consideration, without proper knowledge of what she was doing, and when acting under the undue influence of the defendant Codrington—her brother-in-law.

Mr. Bacon, Q.C., and Mr. Freeling appeared for the defendant Bate. Mr. Malins, Q.C. and Mr. B. B. Rogers for other parties.

The VICE-CHANCELLOR said that the result of the transactions in this case was that nearly the whole of the plaintiff's property, excepting only a balance of rather more than £20, had got into the hands of Bate, for the payment of a debt due to him from Mr. Codrington. For that transaction there was no consideration. During the whole of the transactions complained of, the plaintiff had resided in the family of the defendant, Mr. Codrington, who was married to her sister. The plaintiff, it appeared, was born in the year 1802; and all the transactions impeached in this suit took place after she was fifty years of age. It was beyond dispute on the evidence that the defendant Codrington possessed and used great influence over the plaintiff; and that the defendant Bate, who was a certificated conveyancer, was Codrington's professional adviser. The one material question in the case was, whether Bate had so acted, while standing in that confidential relation to Codrington, as to have taken advantage of the influence Codrington possessed over the plaintiff, to induce him to make her perform the disputed act of bounty to himself. If he had so acted, the ordinary rules of this court, invalidating such a transaction, must be applied to the case; unless, indeed, there was the strongest evidence to the contrary. It could scarcely be contended that the plaintiff's right to relief in this court depended solely on her knowledge of the relationship subsisting between Bate and Codrington. There was little doubt that whether the plaintiff knew of that or not, Bate was well aware of her circumstances, and that he or Codrington induced her to join as surety on more occasions than one. On the last of the transactions Bate said he warned her that, from the state of Codrington's affairs, he could never repay her what she might then advance. In the case of *Huguenin v. Baseley*, reported in the 14th volume of Ves. Jun. Rep. 273, Lord Eldon said that he should regret if any doubt could be entertained as to the competency of a court of equity to take away from third parties the benefits which they might have derived from the undue influence of others. Now here the plaintiff had adduced evidence to show that Bate was her professional adviser; but it was a material circumstance that Bate denied that. He denied that she employed him to alter her will in 1853. He denied that he acted for her in 1855; but the evidence on the part of the plaintiff, showed that he was consulted in December, 1853, by the plaintiff, in so far as she showed him then a will which she had previously made. Bate admitted that he was employed to make her will in 1855 by the plaintiff, and had to his having acted as her professional adviser during that year, the letters and bills of costs of a Mr. Stephens, who was then employed by the plaintiff as her London agent on Mr. Bate's recommendation, and with his assistance, besides the other documentary evidence on that part of the case, were conclusive. It was also to be observed that Mr. Stephens had not been called as a witness to say anything or to contradict anything alleged on either side. Moreover, from the defendant Bate's answer it appeared that he himself was strongly of opinion that the plaintiff required special protection and assistance in the management of her affairs. His Honour could find nothing on the evidence to induce him to make any distinction in principle between the debt due from Codrington to Bate, and any other debts for which the plaintiff

might, under the circumstances of the case, have been induced to become surety. It was true that Bate had no direct hand in the original transaction of all, but he was no stranger to it. He knew of it, and subsequently acted with that knowledge—the result being that the plaintiff's property was pledged to himself. Upon a fair consideration of all the evidence in the case, his Honour was of opinion that Bate must be considered to have taken advantage of his relationship to Codrington, and of the influence which Codrington possessed over the plaintiff; and there must, therefore, be a decree against both Bate and Codrington, directing them to make good to the plaintiff all the property in question, and with costs.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner HOLROYD.)

May 1.—*In re Bilton*.—The bankrupt, who was an attorney, practising at Hastings, came up by adjournment to pass his examination and for an order of discharge.

Mr. Woodbridge opposed, and Mr. Goldring supported.

The bankrupt, upon examination, said that he now resided at 7, Graham-parade, Hastings, and that he was in possession of furniture assigned to Mr. Clark by way of bill of sale about a week before his bankruptcy. In October, 1863, he executed a deed in favour of George Smith, his brother-in-law; that deed was impounded by order of Mr. Baron Bramwell. He had conducted two actions for Mr. Curtis; in one he was successful, and the other he lost. He had not paid over to Mr. Curtis the amount which he had received in the successful action, because he considered he had a claim upon him in respect to the second.

Mr. Woodbridge referred to alleged discrepancies in the accounts, and asked the Court to order an adjournment *sine die*.

After hearing Mr. Goldring, for the bankrupt,

The Court ordered an adjournment, for an amendment of the accounts.

(Before Mr. Commissioner GOTLBURN.)

May 4.—*In re Thomas Hepworth*.—The bankrupt was described as an attorney, of 1, Rayner-place, Chelsea, and several other places, and he owes a sum of £661 to creditors, and does not produce any assets. The failure was attributable to want of employment, and the bankrupt stated that he was an insolvent in 1856, and obtained his vesting order; he had never been bankrupt before. At the period of his adjudication the bankrupt was in custody at the suit of Messrs. Eyre & Lawson, solicitors, of 1, John-street, Bedford-row, who were creditors for £111, for money lent, interest, and costs upon a note of hand for £100, in which the bankrupt was liable with his two elder children, but he obtained an unopposed order of release.

In consequence of the accounts not having been filed in time, a short adjournment was taken.

(Before Mr. Deputy-Commissioner TINSLOW.)

April 29.—*In re Colonel Waugh*.—The unfortunate Colonel Waugh is again bankrupt and in prison, though only a few weeks have elapsed since he obtained his certificate under the former bankruptcy. But as the date of the adjudication was in 1857, he has been proceeded against for debts contracted since that time, and is now in custody at the suit of three creditors for £43, £120, and £200, respectively, on *capiases* obtained against him on the affidavit of the creditors that in their belief he was about to quit the realm. In his petition he describes himself as "Wm. Petrie Waugh, of 17, Gloucester-crescent, Camden-town, and now a prisoner for debt in the debtor's prison in the city of London." The statement of affairs, which is not yet filed, shows debts of about £2,400. The colonel attributes his bankruptcy to his having to support his family during fourteen months' imprisonment, and to heavy law expenses.

Mr. Chidley presented the petition, and adjudication was made by the registrar of the day. The proceedings will be conducted in the court of Mr. Commissioner Goulburn, before whom the former proceedings took place. In a few days the bankrupt will be brought up to apply for his release from custody.

May 4.—*In re Leather*.—A sitting for examination was held under the bankruptcy of Alexander William Dow Leather, of 44, Lincoln's-inn-fields, and of 6, Princes-square, Bayswater, attorney and solicitor; the preliminary list discloses unsecured debts to the extent of £14,117, ditto secured by mortgages or other available securities, £17,085, with assets of considerable amount.

Mr. Sorrell, who appeared on behalf of the assignees, said the usual statutory accounts had not yet been filed, and he proposed an adjournment.

Mr. Sargood was for a creditor.

The further hearing stood adjourned accordingly.

(Before Mr. Registrar PEPYS.)

May 2.—*In re Thomas James*.—This was a meeting for proof of debts and for choice of assignees. The bankrupt, who was described as of Ramsey, Hunts, attorney, attributed his failure to want of capital when he commenced business, the large amount paid for the purchase-money of the business of the widow of the late Mr. Thomas Larke, and other causes. He applied to the Court upon his own petition, his solicitor for that purpose being Mr. W. B. Brook, of the New-inn, Strand, and his debts were returned at £1,571, wholly due to unsecured creditors; with unascertained assets. The bankrupt states that during the twelve months preceding the bankruptcy he was incapacitated by illness from attending to his business. The assignee appointed was Mr. Edward Beechens, of Ramsey, Hunts, bank agent; and a resolution was passed under the 10th section, for a suspension of the proceedings in bankruptcy.

A meeting will be held about fourteen days hence for the purpose of considering a proposal for a private liquidation.

GENERAL CORRESPONDENCE.

MRS. LEANDER'S CASE.

Sir,—The case of *The Queen v. Leander*, is clearly, as I think, worthy of attention. Mr. John Robert Taylor's letter rightly takes up this case, as to which I myself, some time since, alluded. This prosecution is a singular one, and that in several respects. Several matters of law important to the profession are involved in this case, and I will throw out a few hints for your readers. It will be my endeavour to state the circumstances fairly towards the Commissioners in Lunacy as the prosecutors. Should I err, those gentlemen will be able to correct me, and I should be obliged by their doing so.

The defendant, Mrs. Leander, is now a prisoner in Newgate. Is this conviction good or bad in law. This is the question to which we have to look, as I believe considerable doubt is entertained on this subject. It is to be regretted that the substantial defence was not received at the trial before Mr. Baron Bramwell. The asylum kept by Mrs. Leander is a charitable one, and, as it seems, is not within the Lunacy Acts. This point has been raised by affidavits in arrest of judgment, and it is to be regretted that defendant had not the benefit of counsel. By some mishap or other it seems that this objection has not been judicially decided. This is an unsatisfactory state of things. How is this to be explained? Possibly some explanation can be given.

If, sir, "Zion House" Asylum is within the Lunacy Acts, some alteration of the law is requisite. It is a hard case that public charity is not allowed to make its own regulations in such a matter. The conduct of the Commissioners calls, at least, for some explanation to the public, as I humbly submit. It seems that Mrs. Leander asked for a license, to avoid all questions, which was refused. How was this, if this asylum is within the Lunacy Acts? It is believed that the Commissioners in Lunacy felt they had no power, this asylum being really excepted by the Lunacy Acts. However this may be, the trial was anything but satisfactory, Dr. Christie being the only medical witness called for the prosecution. What was this gentleman's evidence really worth? His cross-examination by defendant's counsel, Mr. Serjeant Ballantine, reduced it to ashes. This is not hyperbole. It is a pretty state of things if the evidence of one medical man is sufficient to support an indictment in such a case. These casual hints will, I believe, be sufficient, since I hear the case is to be brought before Parliament. However, in the interim, Mrs. Leander—who is as much a philanthropist as the Earl of Shaftesbury or Mrs. Fry—is a prisoner. This is a case which demands the attention both of the public and the profession, and a large amount of sympathy I believe exists.

J. CULVERHOUSE.

April 26.

[We should be sorry to say anything which could prejudice the case of a lady whom we feel to have been very hardly used, but we cannot doubt that the point relied on, in arrest of judgment, was not tenable. "Deriving no profit" can-

not be read to mean "not being, on the balance of profit and loss, a gainer," but "receiving no remuneration," so that Zion House was, if the inmates were lunatics, technically within the Act, however widely it differed from the establishments intended to be prohibited thereby.—Ed. S. J.]

EXAMINATION OF SHORT-HAND WRITERS.

Sir,—I have read the note which you appended to a letter of mine, appearing in the *Solicitors' Journal* of Saturday last, and proceed to point out a mode of examination which, if adopted, would render systems of shorthand, as such, altogether devoid of influence.

I assume the examiner to be a member of the Bar and a reporter. His experience would teach him the rate at which speakers, on the average, do, or should, give utterance to their views or arguments; and he could read to the candidate—say from a reported judgment—for half-an-hour or an hour, desiring the matter, when taken down in shorthand, to be then and there transcribed. If the transcript, when made, should prove to be accurate, the candidate, I suppose, would be considered to have passed successfully through this portion of the examination.

At the risk of tedious repetition, I again urge the paramount importance of the further test mentioned in my former communication, compulsory in the case of those who have not been in practice, as shorthand writers, for a period of ten years, voluntary as regards those who have.

A SHORTHAND WRITER.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Tuesday, May 2.

COURTS OF JUSTICE BUILDING BILL AND COURTS OF JUSTICE CONCENTRATION (SITE) BILL.

LORD REDESDALE asked the Lord Chancellor to postpone his motion for going into committee on these bills till Thursday next, to give the House an opportunity of considering whether these two bills should be referred to a select committee for the purpose of inquiring into the question of the site and approaches.

THE LORD CHANCELLOR said that he was at all times desirous of meeting the views of the noble lord; but as it appeared to him that there was nothing left to be inquired into, he could not accede to the request, which would endanger the passing of those bills, on which the Government and the country justly set so much store.

On the motion for going into committee, on the first named bill,

LORD REDESDALE said that no provision was made for widening the thoroughfares in the immediate neighbourhood of the new site, or for improving the approaches. According to the present arrangement there was no better approach to the site than by the Strand, which was already so crowded that in the narrowest part of it carriages were often obliged to stand for an hour together. He never remembered an instance where so large a sum of public money was about to be laid out when so little was known as to what was proposed to be done. He moved that the bill should be referred to a select committee.

LORD ST. LEONARDS seconded the motion.

EARL GRANVILLE said that the great objection to sending the bill to a select committee was that the Lord Chancellor, who took so much interest in the subject, would not be able to attend.

THE EARL OF HARDWICKE wished to know how the Government had arrived at the conclusion that £700,000 would purchase seven acres of land in the heart of London? The site of the General Post-office, which only covered a single acre, had cost a million.

THE EARL OF ELLENBOROUGH observed that not only any private gentleman, but any prince—Cæsar himself—would be very imprudent to begin to build a great palace without ascertaining the cost. Their lordships were, however, asked to build, not one palace, but half a dozen, for the purpose of making comfortable 3,000 barristers, 2,300 attorneys, and 15,000 gentlemen whom they called their staff. To make the needed design would be one of the greatest undertakings ever submitted to an architect since the days of Michael Angelo. But he saw no Michael Angelo—he saw no architect of the most ordinary capacity. One of the wisest states-

men of former times was reported to have said, "Stay a little, that you may make an end the sooner." The end in this case would not be at the passing of the bill. That would in fact be but the beginning; and they could not tell how long the work would last, or how many millions it would require. When Louis XIV. set about the building of Versailles he framed all the estimates, and he was quite right. Parliament was now doing the same thing, or rather they were saying that they would have no estimates at all. This work did not so much concern us as it did those who were to come after. We should never see this great palace of justice, though we should pay a great portion of its cost; we should never expatiate in its courts; we should never see common law and equity lawyers flying into each other's arms and effecting a junction of law and equity, not by Act of Parliament, but by casual intercourse, as they walked through its ample passages. Those who came after us would say how carelessly and recklessly we had begun this great expenditure, and they would censure us for not having made more inquiries beforehand.

The LORD CHANCELLOR agreed that their Lordships would not see an end of the work if they never made a beginning. The noble earl said they had better wait a little. Why, they had been waiting forty years. They had had forty years of inquiry, forty years of talk, forty years of obstruction; but at last they had come to the threshold of the undertaking, and now there was the same cry again raised. Inquiry was a prudent thing, and so was calculation; but they had already had all the inquiries and all the calculations that were possible. The noble and learned Lord entreated their Lordships not to interpose any obstacles in the way of a public work, the necessity for which was admitted by everyone, not excepting the noble earl.

Their Lordships divided—

For going into committee	55
Against it.....	32

—23*

The Lord Chancellor then left the woolsack.

On clause 4,

The EARL of ELLENBOROUGH said this clause provided for the establishment of a board of twenty or thirty persons, who were to decide upon the accommodation to be provided for the several courts. With such a board he thought there would be endless confusion. It would be much better to have a commission of some two or three persons with some architectural knowledge, who would hear the persons representing the different courts, and apportion the accommodation amongst them.

LORD CHELMSFORD said he thought it was requisite to have such a board and allot the space, and determine on the accommodation to be provided. It would be better for the board of twenty or thirty to call before them two or three architects than for the two or three architects to call before them the twenty persons representing the different courts.

* The division on this occasion may be interesting to our readers—
For going into committee—Contents, 55.

Lord Chancellor	Romney	Carew
Archbshp. of Dublin	St. German's	Cranworth
Dukes—	St. Maur	Cremorne
Argyll	Shaftesbury	Dacre
Devonshire	Viscounts—	Dartrey
Somerset	Eversley	De Tally
Marquises—	Falkland	Dufferin
Aylesbury	Sidmouth	Foley
Clanricarde	Sydney	Harris
Earls—	Torrington	Houghton
Airlie	Bishops—	Kinnaird
Albermarle	Kilmore	Lyttleton
Bessborough	Lincoln	Monson
Clarendon	London	Moslyn
Cork	Ripon	Rivers
Cottenham	Rochester	Seaton
Dalhousie	St. David's	Stanley of Alderley
De Grey	Lords—	Taunton
Ducie	Abercromby	Wenlock
Effingham	Belper	Wensleydale
Granville	Canoy	
Not contents, 32.—	For referring the Bills to a select committee.	
Dukes—	Donoughmore	Bolton
Montrose	Ellenborough	Chelmsford
Marquises—	Hardwicke	Colchester
Exeter	Harrowby	Colville
Salisbury	Leitrim	Denman
Westmeath	Lonsdale	Heytesbury
Earls—	Malmesbury	Inchiquin
Belmore	Vane	Northwick
Brooke	Viscount—	Redesdale
Carnarvon	Hawarden	St. Leonard's
Cathcart	Lords—	Walsingham
Courtown	Berners	Wynford
Derby		

The Bill then passed through committee.

The House having gone into committee on the secondly named bill,

The LORD CHANCELLOR, in reply to Lord Chelmsford, said that a proper access would be provided from the Temple to the new court.

The bill then passed through committee.

HOUSE OF COMMONS.

Monday, May 1st.

PARTNERSHIP AMENDMENT BILL.

MR. M. GIBSON moved the second reading of this bill. It would be recollected that some years ago the hon. member for Birmingham introduced a bill for the amendment of the law of partnership. That bill enabled a person carrying on business with unlimited liability to enter into partnership with others who would be liable only to a certain amount, to be called a "limited partner." That bill changed the principles and law of partnership very materially, and it was rejected by a select committee. It was brought forward a second time and adopted in principle, although afterwards it was withdrawn, an undertaking being given by the Chancellor of the Exchequer that the subject should receive the consideration of Government. The bill now proposed was one simply for altering that rule of the law which lays down that a participation in profits constitutes partnership; so as to allow persons to lend to a trader, and to receive a remuneration for the use of their money, instead of a fixed interest, in the form of a portion of the profits. The second clause was to enable persons to pay their servants, instead of wages, a portion of the profits of the business. And the third clause was that a widow or children of a deceased partner, in a commercial town, might receive a portion of profits by way of annuity, without thereby being constituted a partner. But he proposed that in all these cases, although they were to be regarded as creditors, they were nevertheless, to be "postponed creditors," and not entitled to recover till all the other creditors of the firm or business had been paid. What he proposed was simply that lenders should be allowed to advance their money to partners carrying on business with unlimited liability at a fluctuating rate of interest, by receiving a portion of the profits in lieu of a fixed interest, involving, as he believed, no difference in point of principle. It would be better for the creditors, and it seemed a more reasonable thing in itself, than that a lender of money who wished to assist a trading firm should stipulate that he should be paid a portion of the profits than a high rate of interest, when in fact no profits were made. The power of lending money to a trader and participating in the profits, without becoming liable for all the debts of the concern, might be of great utility in allowing assistance to be afforded to clever, prudent, and industrious men, who had all the qualities required for the safe and prudent administration of capital, but who did not happen to possess capital themselves. On grounds of general policy it was very desirable to remove all doubts upon the matter, and to enable employers and employed, if they were so minded, to make contracts without any fear of their being made liable under the law of partnership. He looked upon it in these days as a very important matter, because strikes and turn-outs arose more or less from an exaggerated view of the profits of capital, and he thought that the more the principal was acted upon of men receiving for the reward of their labour a portion of the profits, the more likely they were to form correct views of the profit arising from capital, and the less likely they would be to see those formidable strikes and turn-outs repeated. In conclusion, he had only to move the second reading of the bill.

MR. J. PEEL rose to move, as an amendment, that the bill be read a second time on that day six months. The first clause contained the substance of the bill; but he thought there was in it something very ambiguous, and more particularly in its employment of the word "lender," instead of the word "partner." The contract between the parties might, under the provisions of the measure, be perfectly secret. He could not help fearing that it would greatly tend to increase speculation and overtrading, and that it would even open the door to deliberate fraud. He should, therefore, offer all the opposition in his power to the progress of the bill, and he moved that it be read a second time on that day six months.

MR. J. A. TURNER seconded the amendment. Under this bill the public would be perfectly ignorant as to the position

of any concern which might have a sleeping lender of money, who would have at all times the opportunity of taking from the profits of the concern with which he was connected a large proportion of the profits—a proportion which would not only represent the capital he had advanced, but, ultimately, the whole of the capital itself. And, in the course of a few years, if the concern should fail, the creditors would find that they had been left in the lurch. The Manchester Chamber of Commerce had entrusted him with a petition against the bill, unless the principles of registration and publicity were provided for in the clauses.

Mr. SCHOLEFIELD supported the bill, as did also Mr. CAVE and Mr. BAXTER, while it was opposed by Mr. MOOR and Mr. HUBBARD.

The ATTORNEY-GENERAL said that the object of this bill was to prevent the arbitrary exclusion by law of reasonable mercantile contracts, or the arbitrary interference of law with contracts made between parties willing to contract engagements. Nothing could be more contradictory and inconsistent than the law as it now stood. The law drew a distinction in the shape of interest which no one but a lawyer could understand. The present state of the law had been spoken of with very general reprobation, and he thought a change of its provisions was desirable.

Mr. BOVILL said that this bill might be designated as a bill to enable capitalists to commit frauds on the public. In the bills both of 1862 and 1863 there were clauses which provided that all partnerships should be registered, and that no partner should withdraw his capital unless the debts were paid; but the present measure contained no such clauses. His hon. and learned friend, the Attorney-General, said that credit was given, not so much upon the security of a name, as upon the security of a business; but that security was utterly fallacious if the capital could be withdrawn, and nothing need be left for the creditors.

The SOLICITOR-GENERAL said that the object of the bill was to distinguish between lenders to a partnership and the members of a partnership. The existing state of the law was absolutely absurd, for there was no real distinction between a lender upon the condition of receiving a fixed interest and the man who lent the value of his services; and all the objections just stated by Mr. Bovill would apply to the one case as well as to the other.

Mr. T. BARING opposed and Mr. GOSCHEN supported the bill.

Mr. MALINS said that the arguments he had heard against the bill were the old arguments against limited liability. The fact was, that under the present law there was a greater facility for taking up capital than under the present proposal.

Mr. Alderman ROSE expressed his fears that if the bill passed, the exception, and not the rule, would be insolvency. If hon. members would take up the list of limited liability companies they would see that not ten per cent. of them paid a dividend, and yet it was proposed by a member of the Government that all safeguards should be withdrawn.

Mr. NEWDEGATE said that the present bill sought to enable sleeping partners to share profits in limited liability companies without appearing before the public as responsible for their investments. The effect would be that all the evils which resulted from the management of private firms would be extended to companies founded on limited liability. Why were not the lenders, if they were to share in the profits, to be registered as well as the partners? He did not justify the present state of the law, but he quarrelled with the remedy.

Mr. HENLEY said that you were to give perfect freedom of trade, and let everyone look out for himself. Many persons objected to a man receiving forty or sixty per cent. interest on the loan of money, but did not see any objection if he derived even 100 per cent. on profits.

The house then divided—

For the second reading126

For the amendment 39

Majority for the second reading78

Petitions praying for the abolition of the Annual Certificate Duty, were presented during the week by the Solicitor-General, from the Law Society of Plymouth; by Mr. Baxter, from the lawyers in Montrose and Brechin; by Mr. Bouverie, from procurators of Kilmarnock; by Mr. Murray, from attorneys and solicitors of Exeter, Newark-on-Trent, Haverfordwest and Wrexham; by Mr. J. Martin, from the borough of Tewkesbury.

IRELAND.

COURT OF COMMON PLEAS.

(Before the full Court.)

April 20.—*Stubber v. Haurahan*.—This case was resumed at the sitting of the full Court. It was an application on the part of the plaintiff that Mr. Thomas Lalor Cooke, the late attorney of Mr. Nicholas Stubber, might be declared disentitled to recover certain costs, on the ground that he had not taken out the proper certificate to entitle him to practise as an attorney in Dublin, and that he should be restrained from proceeding with the summons now before Master Colles to recover the amount of such costs. It appeared from the affidavits in support of the motion that Mr. Cooke had been employed by the plaintiff in June, 1864, as his attorney in several lawsuits in which he was engaged, but having subsequently discovered that Mr. Cooke had only taken out a country licence, the plaintiff changed him, and appointed Mr. Wilkinson as his attorney, and now sought to have a declaration that Mr. Cooke was not entitled to charge any costs, on account of the wrong certificate having been taken out. It appeared that Mr. Cooke resides permanently in Parsonstown, but his son, Mr. William Anderson Cooke, resides in Dublin, and transacts his father's business there; and Mr. Stubber contended that the residence in Dublin should be looked upon as the residence of the father, and not that of the son; and if so, under the Act of Parliament, Mr. Thos. L. Cooke was disentitled to recover any fees, he having only obtained the £6 certificate which is granted to attorneys usually resident in the country, and not the £9 certificate which should be taken out by a practitioner resident in Dublin.

Messrs. *Dove*, Q.C., and *Phillips*, appeared for the plaintiff, and Mr. *Palles*, Q.C., for Mr. Cooke.

The COURT refused the motion, on the ground that the certificate held by Mr. Cooke was sufficient, as he usually resided in the country.

OSCOTT ROMAN CATHOLIC COLLEGE.

It is stated that the Right Hon. Justice Fitzgerald, one of the judges of the Court of Queen's Bench, has commenced an action against the authorities of the Roman Catholic College at Oscott, under circumstances somewhat similar to those which, some years ago, induced Mr. Baron Alderson to take up the cudgels on behalf of his son against the authorities of Harrow School.

It appears that, among the students at this college, was a son of the learned judge, and that a short time since the young gentleman had to leave it in consequence of some breach of discipline. Mr. Justice Fitzgerald, in the belief, no doubt, that his son has been unfairly dealt by, has brought an action against the President of the college, and the case now awaits trial.

MISS TRAVERS AGAIN.

This lady, whose remarkable action against Sir William Wilde we reported some time since,* is again a suitor in a court of law, the defendants now being the proprietors of *Saunders's News Letter*, into which some comments on the case of *Travers v. Wilde* had been copied.

COURT OF QUEEN'S BENCH.

Pleading—Libel—Bonâ fide comment—Privilege.

Travers v. Potts.—Mr. Serjt. Armstrong (with him Messrs. Butt, Q.C., and Waters) moved, (under 83rd section of the Common Law Procedure Act, 1853), on the part of the plaintiff, to set aside the third defence, as calculated to embarrass and delay the fair trial of the action. This was an action brought by Mary Josephine Travers against two gentlemen, who were the proprietors of the *Saunders's News Letter*, for a libel, and the first count of the summons and plaint stated the circumstances of the action of *Travers v. Wilde*, and that the defendants had published in their newspaper, in reference to the trial, that "the unhappy girl, though the daughter of a respectable man, had done herself irreparable damage by her low, vulgar, and vindictive attack upon an eminent medical man, and his not less eminent and respected partner in life—the 'Speranza' of other days. It is not possible to believe the infamous story she concocted as to Sir William Wilde, and if it were, it would only serve to degrade herself lower than most people, on the evidence, will be ready to believe her to be." There was a second count containing innuendoes

averring that the article meant to impute to the plaintiff that she had been guilty of perjury in the evidence given on the trial. The defendants first traversed the publication, and secondly traversed the defamatory sense assigned, but then came a third defence which counsel submitted ought to be set aside. In this defence it was pleaded that the words complained of formed part of two separate articles, and which articles were and are a fair and *bona fide* comment, and were published without any malicious intent or motive. Counsel submitted that this defence was embarrassing, and that the plea of justifying the publication ought to have justified according to the meaning imputed to the article by the innuendo—namely, the charge of perjury. The defence said that the “words” not the imputation, were a fair comment.

Mr. Serjt. Armstrong was about to cite *Brenridge v. Latimer*, 12 W. R. 878, when

Mr. Whiteside objected to such publications being cited; Lord St. Leonards, when in this country, refused to listen to this kind of reports. At this moment the profession in England had decided on the publication of a set of authorised reports, so as to put an end to these ephemeral publications.

Mr. Serjt. Armstrong said it was too late to object to a publication as ephemeral, which had reached a 12th volume; the reports were conducted by barristers of standing, and were constantly cited.

Fitzgerald, J., asked when the case occurred.

Mr. Serjt. Armstrong said in January, 1864.

Fitzgerald, J., said the case was not, therefore, in any of the regular reports.

O'Brien, J., said that to hear the case was one thing, it was another thing to accept it as authority. It would be well to hear the case.

Mr. Serjt. Armstrong having referred to the cases in point, argued that the plea did not meet the charge as put forward by the innuendos, and tendered too large an issue.

Mr. Whiteside, Q.C. (with him Mr. C. Todd), resisted the motion. If there was any pretence for objecting to the pleading, the course to be taken would have been to demur. The pleading of the plaintiff was a very singular one, and it was sought to make out a charge of libel by taking half a sentence from one article, and three-fourths of a sentence from another article, and then adding both together, and seeking to make out that the whole constituted a libel. The defence had been dealt with as a plea of justification under the statute.

The following cases were cited in support of the argument: *Cox v. Feeny*, 4 Fost. & Fin. 13; *Clinton v. Henderson*, 13 Ir. Com. Law Rep. appendix 43; *Earl of Lucan v. Smith*, 1 H. & N. 483; *Hoare v. Silverlock*, 9 M. Gr. & Scott, 20.

Mr. Butt, Q.C., replied.

Mr. Justice O'Brien, in delivering judgment, said that the Court did not adopt the suggestions made by the plaintiff in reference to the change to be made in the pleadings; and they did not decide that the pleading of privilege should be in the words or sense alleged by the terms of the summons and plaint. If they were to decide that question, it should be by demurrer, but the object was to prevent any immaterial issue being sent to the jury. If the issue were to be, whether the articles complained of were or were not a fair comment on the trial of *Travers v. Wilde*, there would be no limit to the inquiry or to the evidence. The alteration, therefore, proposed by the Court would be, that the words in the said count of the summons and plaint complained of are part of two separate articles, and that they were a fair comment on the evidence given at the trial, and were inserted without any malicious intent or motive.” Under that plea of privilege, the whole article might be given in evidence. Nearly a similar alteration would be made in the sixth defence, where the defence went on to allege that the words complained of formed portion of articles copied from an English and Scotch newspaper; *Cox v. Feeny* established that the whole of an article must be sent to the jury.

The modification made by the Court in the pleadings was then made, the costs of the motion to be plaintiff's costs in the cause.

COURT OF QUEEN'S BENCH.

Duties of the Police.

Dunphy v. Moore.—Mr. Sydney, Q.C., Mr. Heron, Q.C., with him, on behalf of the plaintiff, appeared to show cause against the making absolute of a conditional order for a new trial obtained by the defendant. The action was one of false

imprisonment which had been tried during the sittings after last term before the Lord Chief Justice and a special jury, who found a verdict for the plaintiff with £100 damages.

The plaintiff, a respectable young woman, had gone into the defendant's shop to make a purchase; whilst she was there a pair of boots were missed, and the defendant, believing that he had reason to charge the plaintiff, gave her into the custody of a policeman, who took her to a police-station, where she was placed in a room where two women were, as prisoners, and was also stripped by the female searcher and searched. She was then taken before the magistrate, who, after hearing the case, discharged her. The grounds of the conditional order were, that evidence had been improperly received, that the verdict was against the weight of evidence, and that the damages were excessive. The evidence alleged to have been improperly received was that with respect to the indignity to which the plaintiff had been subjected in being searched.

Mr. Whiteside, Q.C. (Mr. Butt, Q.C., with him), appeared in support of the conditional order. He did not seek to justify the conduct of the police in having the plaintiff searched at the station, especially as the property alleged to have been stolen and which formed the entire subject of the charge, was already in the hands of a policeman. The police had no authority to subject the plaintiff to that indignity, but that was not an act for which the defendant was to be held responsible, and therefore the evidence regarding it, which weighed very much with the jury, ought not to have been received.

Mr. Morris, Q.C., *contra*.

The Lord Chief Justice declared that the majority of the Court were against making absolute the conditional order. In his opinion the act of searching the plaintiff at the police office formed portion of the trespass upon her by the defendant, for which he was responsible.

Mr. Justice O'Brien could not agree with views of his brethren. The real point in his opinion was, whether the fact of the searching had been unduly made a cause of aggravation of damages. The arguments showed that it had been. He considered there should be a new trial.

Mr. Justice Hayes concurred with the Lord Chief Justice.

Mr. Justice Fitzgerald also concurred, and, in pronouncing his opinion, took occasion to advert to the commentaries made at the bar on the conduct of the police, with respect to searching accused persons under such circumstances as those in the present case. He would not stop to inquire upon what foundation of law that practice rested, nor was it necessary to make such an inquiry. It was, at any rate, a practice attended with benefit, as it often led to the conviction of criminals of other crimes besides the particular ones with which they might stand charged at the time, and it was a custom that existed not only in this country but in England and Scotland. All that regarded the present case in connection with it was, that it was the police officer's usual duty to have the search made, and, such being the case, the defendant must take upon himself the responsibility and the consequences of the act which led to it.

The conditional order was accordingly discharged.

Defendant's counsel intimated an intention to appeal.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

THE FRENCH LAW OF TREASURE TROVE.

The Civil Tribunal of the Seine has just given judgment in an action brought by a labourer named Fallecker against M. Plattel, the owner of a house in the Rue Chabrol, to recover his rightful share of a treasure which he had found while making an excavation on the defendant's premises. The plaintiff's counsel stated that while his client was digging on a spot where a stable had previously stood he found an earthen pot containing at least 100,000fr. in gold coins, but that the defendant immediately took possession of the whole, and afterwards pretended that the whole value was only 2,078fr. But the plaintiff, believing his own estimate of the value to be correct, demanded that the defendant should be condemned to give him 50,000fr., one-half of the amount, in accordance with Art. 746 of the Code Napoléon relating to treasure trove. The defendant maintained, on the contrary, that he was not on the spot when the money was

found—that the plaintiff and his companion had filled their pockets with gold coins and gone away before he knew of the discovery; also, that he was aware that his father-in-law had buried money on the premises, but did not know the exact spot; that he had informed the plaintiff of the fact, and stated his intention to claim the whole should it be found. After examining both plaintiff and defendant, the tribunal was satisfied that the sum found amounted to only 2,400fr., and it accordingly condemned the defendant to pay the plaintiff 1,200fr., with all costs of suit.

PRUSSIA.

EXTRAORDINARY SCENE IN A COURT OF JUSTICE.

An incident probably unparalleled in judicial history recently occurred at Lusterburg, in Prussia. Four Poles were tried at the criminal court there for a murder committed in Poland. During the trial the Public Minister intimated that, even should the accused be acquitted, they would be handed over to the Russian authorities. While the court retired to consider their judgment, one of the prisoners escaped and fled. His flight was premature, as the Court decided to acquit all the accused, and ordered them to be set at liberty. Immediately upon the announcement of this decision, the police laid hands on the three remaining prisoners, in spite of the protestations of the president. The spectators in the court cried out to the prisoners to fly. The three Poles, thus encouraged, struggled with their captors, broke away from them, cleared the barriers, and escaped. It does not appear that they have since been recaptured by the police.

COLONIAL TRIBUNALS & JURISPRUDENCE.

INDIA.

BAR ETIQUETTE IN BOMBAY.

A question of a very nice character has arisen between the Bombay Bar and the Bench (says the *Gazette* of the 28th March). In the early part of last year the whole of the judges of the High Court of Bombay passed certain rules which declared that the language to be spoken in the High Court should be English, but "until further order there shall be a Division Court composed of judges who possess a knowledge of the native language. In that court the native language shall be the language of the court, and, so far as practicable, cases in which vakils who plead in the native language only are employed, will be set down for hearing in that court." The meaning of the rule is that an English barrister shall not address this Division Court in English, if the vakil or native pleader opposed to him in the case does not understand English. In a case which came before the Division Court a few weeks ago, Mr. Anstey and the hon. Mr. White were opposed to a vernacular speaking vakil, who insisted upon the rule of the court being applied, that the English barristers should address the court in the native language. They declined to do so, and Mr. Anstey some days afterwards debated the question before the Division Court, who, however, bound by the rule of the judges, held that Mr. Anstey and Mr. White must address the court in the vernacular. They declined, protested, and left the court. The Bar has held one or two meetings in reference to the course to be followed, and application has been made to the Chief Justice, for advice as to how the Bar should approach the Court for a reversal of the rule.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

By Lincoln's-inn :—Louis Courtault, LL.B., John Byers Gunning Moore, B.A., Benjamin St. John Ackers, George Cary, B.A., Thomas Mansel Franklin, B.A., and John Radcliff Battersby, B.A., Esqs.

By the Inner Temple :—John Eldon Gorst, M.A., Alfred Arthur Kaye Legge, B.A., Charles Stuart Calverley, M.A., Richard Hudson Smithett, M.A., William John Smelter Cadman, Henry Charles Geldart, B.A., William Eustace Peacock, Allan James Crosby, B.A., and Oliver Lodge, B.A., Esqs., and the Hon. Edward Stanhope, B.A.

By the Middle Temple :—William Joseph Cripps, B.A., Joseph James Stuckey, B.A., Digby Green, and Charles Frederick Hamond, Esqs.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday the 22nd May inst., Mr. Widdows in the chair, the following question was discussed—viz., "Real property is devised to a person for life, and after his decease to be divided among certain persons named in the will, or the survivors or survivor of them. Are persons living at the testator's death entitled to share, although they may die before the tenant for life?" *Gregson's Trusts*, 12 W. R. 935, and 13 W. R. 193; *Edwards v. Symons*, 6 Taunt. 213; *Doe v. Prigg*, 8 B. & C. 231.

Mr. Merton opened the question in the affirmative, but the society came to a decision in the negative.

COURT PAPERS.

QUEEN'S BENCH.

This Court will, on Friday, the 12th; Saturday, the 13th; and Monday, the 15th, days of May inst., hold sittings, and will proceed in disposing of the cases in the new trial, special, and crown papers, and any other matters then pending, and will give judgment in cases then standing for judgment.

PUBLIC COMPANIES.

LONDON AND PROVINCIAL LAW ASSURANCE SOCIETY.

At the meeting of the London and Provincial Law Assurance Society to-day the report stated the new policies for the year to have been 201 for an aggregate of £309,040, yielding in premiums £10,635. The assurances in force are £1,854,704, and the assets £356,802.

EXPENSES NOT IN BANKRUPTCY.—The following circular and account showing the administration of an insolvent estate which was withdrawn from the Court of Bankruptcy, has been circulated among the creditors. The bankrupt was, we believe, a Birmingham tobacconist. This case seems to us deserving of attention as affording a peep behind a scene which is rarely lifted. With the experience here recorded of what comes from "taking out" of bankruptcy, it may be presumed that the same body of creditors will, if called upon to decide on any future occasion, be inclined to try the experiment of keeping their case in.

RE M. MYERS.

Gentlemen,—I beg to inform you a first dividend of 4½d. in the pound will be payable at my offices, on and after Thursday, the 23rd instant.

I am your obedient servant,

J. PERCIVALL, Accountant.

Proceeds of sale of stock, &c. £175 0 0

Deduct payments—

Auctioneer	£12 12 0
Proportion of rent	12 8 4
Poor's Rate	8 4 0
Solicitor, bill of costs.....	90 5 0
Accountant's charges	14 5 0
	<hr/> £137 14 4

£37 4 8

Dividend of 4½d. in the pound.

on £1,974 14s. 10d £37 0 7

81, Bennett's Hill, Birmingham, 15th February, 1865.

MR. BARON CHANNELL AND CLIFTON SUSPENSION-BRIDGE.

—One evening during the recent assizes an elderly gentleman passed the toll-house on the Clifton side of the Suspension-bridge, and put down his penny. The bridge-keeper, seeing he was a stranger, inquired if he wished for a return ticket. The gentleman, however, took no notice of the question, but walked on solemnly and slowly. On coming back he was passing through, when the toll-keeper accosted him with "Pay here sir, please." "Pay here! what for? I paid before," was the gruff reply. "But you'll have to pay again, sir!" mildly, but firmly, replied the keeper. "I call that imposition—gross imposition!" replied the gentleman, and getting warmer at what he apparently thought was an attempt at extortion on the part of the man, he added, "Take care, I'm a magistrate." "I can't help that, sir," was the answer, "my instructions are that people pay going and returning; you can see the Act of Parliament, if you like to

look in here," pointing to the toll-house. "Well, I will see the Act," replied the gentleman, following the man in. He read the Act, pondered over it for awhile, then pulled out his penny and paid it, walking off, and muttering as he did, "Nonsuited, by George!" "I see the judge has just passed over the bridge," observed a gentleman who came up at the moment. "Who, sir? what?" gasped the toll-keeper, quite frightened to think that he had been bandying law with so high an authority, "surely that was not a judge." "Yes; no less a person than Baron Channell," was the reply, and so it turned out to be, as the keeper saw him proceeding to court next morning. Thus the bridge-proprietors may be said to have obtained an extra-judicial decision in favour of their to and fro charge.—*Bristol Times and Mirror*.

CAUTION TO TOUCHY OLD GENTLEMEN.—A jury in Onondaga county have fixed the value of a pet crow at 75 dols. (£15.) The crow was thoroughly tamed, and could articulate several words. Among others it would sing out, "Old Bob Crouse" in a very loud tone of voice. For this offence Mr. Robert Crouse hired a boy to wring the neck of the offending bird, which was done, and the owner brought an action for damages.—*American Paper*.

FRENCH CLAIM ON MR. SLIDELL'S PROPERTY.—Some time ago Slidell, the representative of the Confederate Government at Paris, gave a mortgage to a French banker for sixty thousand dollars upon his property in New Orleans. The banker now claims the property under the laws of Louisiana, and suit is to be instituted in the United States Court, and it will be made a test case. Interesting and important legal points will be raised under the Confiscation Act, the decision of which will govern similar cases hereafter.—*New York Herald*.

CHIEF JUSTICE JOHN EARL OF NORBURY.—This venerable judge was eighty years and upwards when he retired from the bench, and he retained all his faculties to the last. It is not, therefore, to be wondered at that he recollected me, even after my first interview with him, which was—when serving my apprenticeship—on the occasion of swearing an affidavit before him at his own house one morning when his Lordship was at breakfast (the usual time in those days for judges to take affidavits) when, on seeing my name at the foot of the affidavit, he made particular inquiries respecting his old friend Dan. (as he called my father) to whom I was apprenticed, and so forth. His Lordship, every one knows, had spent his life in the service of his country; his physical as well as his mental powers, his tongue, pen, body, and brains were always, in the troublesomeness, in requisition. In 1789 he was made Solicitor-General, and succeeded Wolfe as Attorney-General in 1796. In 1797 the first peerage was conferred on his lady for his services. In 1800, after he had assisted in working, in writing, and fighting the country through the rebellion of 1798, he received his own first title of baron, and on retiring, after serving a lengthened period as Chief Justice of the Common Pleas, he was further rewarded with an earldom and viscounty, all which titles now centre in his heir and grandson. He at one time wrote a severe stricture on that most dangerous of all men then in Ireland (and a determined fire-eater into the bargain), Napper Tandy, who, the moment he read it, went in search of the author, and found him in the Court of Chancery. Mr. Toler, however, with his hawk's eye, spied him immediately on making his appearance, and, seeing that he was armed with a horsehip, ran up to and collared him, saying, "You'll find me in the fifteen acres in half an hour;" and, accordingly, out they both went, and Napper received Mr. Toler's ball through one calf and into the other. He was full of humour and wit, and some said too much so; but it required great courage and good humour to work through in those times. They complained of his having no feeling, but that is untrue, and, even to this day, his character is unknown in England. . . . He was beloved and respected by all the judges on the bench, except, it may be, his brother Moore, whose jealousy and self-opinion were such that he thought no one was fit to be a Chief Judge but himself. . . . He seldom dined till near eight o'clock at night, taking no food between breakfast and dinner, when, if the Lord-Lieutenant dined with him, as occasionally he did, he would give him nothing more than his favourite dish—a leg of mutton boiled—and roast turkey, or some other plain joint of that kind, with a few side-dishes for form's sake more than for eating, for he boasted of having only a plain cook—"no toss-ups for me," he used to say. After dinner he would

apparently get drowsy and close his eyes, and this was always his habit when engaged in deep thought, or listening to the conversation of others, or the arguments of counsel, when on the bench; but never was he caught napping by any one, even after dinner, for every now and then he would make some enlivening observation, with reference to the subject of conversation, or cite some verses from the classics which bore upon it, showing the company he was wide awake; and having thus set the conversation going again, he would relapse into his former apparently drowsy state, which, being his habit, gave rise, no doubt, to that foul and fallacious calumny uttered by O'Connell, and lately repeated by a daily journal for party purposes, that on one occasion, when trying a man for murder, his Lordship was half asleep. It carries falsehood on the face of it, because no counsel, defending a prisoner, would permit a trial to proceed if such was the case."—*Recollections of Ireland, by a late Professional Gentleman*.

CALLED TO THE BAR AT SIXTEEN!—A singular instance of mental precocity has just been given at Montpellier. M. Emmanuel de Ricard, only sixteen years of age, has been admitted a member of the bar of that town. The first president of the court, in administering the oath, introduced the young barrister to his future *confreres* by a flattering address, in which he referred to the brilliant studies that M. de Ricard had gone through. At twelve he had, by a dispensation of age, been received bachelor of letters, and a few months later had received the same degree in science. He was then, after a most severe examination, received into the Naval School of Brest; but in place of entering the navy, he accomplished his law studies at the Ecole de Droit, of Toulouse, with great *clat*, and had now been duly received as *avocat*.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

April 27.—By Mr. MARSH.
Leasehold, 7 houses, situate in Clements-road, Drummond-road, Bermondsey; annual value, £196; term, 80 years unexpired; ground-rent, £30 per annum—Sold for £1,400.
Leasehold, 7 residences, situate in Huntingdon-street, Caledonian-road, annual value £32; term, 84 years, from 1865; ground-rent, £48 per annum—Sold for £3,075.
Leasehold residence, being No. 12, Huntingdon-street, aforesaid; let at £50 per annum; term, similar to above, ground-rent, £7 per annum—Sold for £450.

AT GARRAWAY'S.

April 26.—By Messrs. EDWIN FOX & BOUSFIELD.
Leases (20 and 104 years unexpired) of stabling, coach house, and premises, situate in Green-street, Park-lane, Oxford-street, at ground-rents amounting to £71 per annum—Sold for £1,010.
Leasehold house, with shop, being No. 27, Melton-street, Euston-square; let at £40 per annum; term, 90 years from 1829; ground-rent, £16 per annum—Sold for £250.
Freehold residence and business premises, being No. 1, Edward's-terrace, Commercial-road, Peckham; let at £30 per annum—Sold for £500.
Freehold residence, being No. 2, Edward's-terrace, aforesaid; let at £20 per annum—Sold for £345.
Freehold business premises with residence, and yard and workshops in the rear; let at £38 per annum—Sold for £665.
Leasehold, 6 houses, being Nos. 1, 2, 7, 8, 9, & 10, Union court, Holborn-hill, producing £112 9s. per annum; term, 12 years unexpired; ground-rent, £36 per annum—Sold for £150.
Leasehold premises, being Nos. 45 and 46, Monkwell-street, Falcon-square, Aldersgate-street, producing £415 per annum; term, about 42 years unexpired; ground-rent, £89 per annum—Sold for £2,510.
Leasehold manufacturing premises, being No. 4, Maidenhead-court, Aldersgate-street; let on lease at £80 per annum; term, 75 years unexpired; ground-rent, £16 per annum—Sold for £700.
Leasehold, 5 houses, being Nos. 1 to 5, Miles-court, Type-street, Finsbury, producing £109 4s. per annum; term, 13 years unexpired; ground-rent, £35 per annum—Sold for £260.
Leasehold, 6 houses, being Nos. 1, 2, 3, 4, 5, and 54, Angel and Porter-court, Golden-lane, St. Lukes, producing £90 7s. per annum; term, 17 years unexpired, at £28 per annum—Sold for £105.
Leasehold house and shop, being No. 29, London-wall, and 5 houses, being Nos. 1 to 5, Halmet-court, London-wall, producing £149 per annum; term, 22 years unexpired at £42 per annum—Sold for £785.
Leasehold, 7 houses, situate in Edward-street, and Rusby-street, Bethnal-green, producing £97 per annum; term, 12 years unexpired—Sold for £20.
Leasehold residence, known as Linton-cottage, Gayhurst-road, London-fields, Hackney; let at £38 per annum; term, 78 years unexpired; ground-rent, £5 per annum—Sold for £100.
Copyhold, 3 houses with shops, being Nos. 17, 18, and 19, York-row, Kennington-road, producing £132 per annum—Sold for £1,520.

By Messrs. FAREBROTHER, CLARK & Co.

Freehold house and shop, being No. 1a, Pierpoint terrace, Upper-street, Islington; let at £34 per annum—Sold for £450.

By Mr. MURRELL.

Lease of premises, being No. 24, Newgate-market, producing £9 per annum; term, 21 years from 1860, at £150 per annum—Sold for £860.

April 27.—By Mr. SHACKELL.

Leasehold, 2 residences, being Nos. 2 and 4, St. George's-square, Pim-

lico, producing £145 per annum; term, 70 years from 1860; ground-rent £28 per annum—Sold for £1,570.

By Messrs. WEATHERALL & GREEN.
Freehold, 3 houses, premises, and yards, being Nos. 4, 5, and 6, Land-lane-terrace, King's-road, Chelsea, together with stabling in the rear; annual value, £136 per annum—Sold for £1,005.

May 2.—By Messrs. FOSTER.

Freehold estate, known as Walton-grove, with residence, park, and lands of 63 acres, situate at Walton, Surrey—Sold for £11,800.

Freehold residence, known as Beaulieu, with gardens, and grounds of about 10½ acres, situate at Winchmore-hill, Middlesex—Sold for £7,300.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLARK—On April 30, at Bishop's Walkham, the wife of Francis Clark, Esq., Solicitor, of a son.

GREGSON—On April 29, at St. John's Wood, the wife of R. S. Gregson, Esq., Angel-court, Throgmorton-street, Solicitor, of a son.

MARRIAGES.

BYRNE—O'KEEFFE—On April 25, at Blackrock, Cork, Matthew John, son of the late Matthew Byrne, Esq., Solicitor, Kilkenny, to Anne, eldest daughter of William O'Keefe, Esq., Solicitor, King House, Blackrock.

CLARKE—WETHERILL—On April 27, at Gisborough, Yorkshire, H. Clarke, Esq., to Helen, daughter of W. Weatherill, Esq., Solicitor, Gisborough.

COOK—HOPPER—On April 26, at the parish church, Great Driffield, Yorkshire, D. Cook, Esq., Solicitor, Supreme Courts, Edinburgh, to Margaret P., daughter of Captain Hopper, Driffield.

CRONIN—KNOX—On April 27, at St. George's, Hanover-square, A. C. Cronin, Esq., Solicitor, Talbot-terrace, Bayswater, to Georgiana E. A., daughter of G. Knox, Esq., Solicitor, Bloomsbury-square.

HAMILTON—MOLYNEUX—On April 27, at Enniskerry Church, the Rev. C. H. Hamilton, Knocknared, Sligo, to Lizzie, daughter of E. Molyneux, Esq., Q.C., Enniskerry, Wicklow.

HUGHES—EDDISON—On April 26, at Christ Church, Lancaster Gate, W. P. Hughes, Esq., Solicitor, son of W. S. P. Hughes, Esq., Powick, Worcestershire, to Susan E. B., daughter of W. E. Eddison, Esq., of Inverness-terrace, Kensington-gardens.

HUNTLEY—CLAYTON—On April 20, at St. John's, Paddington, S. R. Huntley, Esq., Lieutenant R. N., to Emma, daughter of W. C. Clayton, Esq., Dorset, and Lincoln's Inn, Barrister-at-Law.

ROBINSON—LONG—On April 1, at St. Stephen's, Dublin, H. O. Robinson, Esq., F.R.S., to Maria E., daughter of the late R. Long, Esq., Registrar of the Court of Chancery, deceased.

RUSSELL—MURPHY—On April 27, at St. Nicholas's, Cork, John Russell, Esq., to Elizabeth Arabella, eldest daughter of Francis M. Murphy, Esq., Solicitor, South-terrace, Cork.

DEATHS.

MACKONOCHE—On April 28, at Great Marlow, Emma, infant daughter of J. Mackonochie, Esq., Barrister-at-law.

MARLEY—On April 22, at London-street, Tottenham-court-road, E. G. Marley, Esq., late Solicitor of Chatteris, Cambridgeshire, aged 63.

PHILLIMORE—On April 27, in Oxfordshire, J. G. Phillimore, Esq., Q.C., of Lincoln's Inn and Oxford Circuit.

SWAYNE—On April 2, at Wilton, nr Salisbury, J. Swayne, Esq., late Clerk of the Peace for Wilts, aged 68.

WILLIAMSON—On April 18, at Holywell, Flintshire, Charlotte, wife of the late W. Williamson, Solicitor.

YORKE—On April 27, at Oundell, H. Yorke, Esq., Solicitor, aged 44.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BISHOP, JOHN, Poplar-row, New Kent-road, Baker. £50 new £3 per Cent. Annuities—Claimed by said J. Bishop.

BREWSTER, JOHN, Esq., Hereford, deceased. £162 ss. 4d. Reduced £3 per Cent. Annuities—Claimed by Elizabeth Evans, wife of Rev. W. E. Evans, formerly Elizabeth Evans, spinster, surviving administratrix of said J. Brewster.

GREEN, EDWARD, King's Newton Hall, Derbyshire, ROBERT GREEN, of the same place, Esqrs., and THOMAS HILL MORTIMER, of the Albany, Piccadilly, Esq., £183 6s. 4d. Consolidated £3 per Cent. Annuities—Claimed by said Robert Green, the survivor.

HUDSON, Rev. GEORGE TOWNSHEND, West Harptree, Somerset, and GEORGE SMITH RANSON, Bishop Wearmouth, Esq. Two dividends on the sum of £1,216 Consolidated £3 per Cent. Annuities—Claimed by said G. J. Hudson.

LEMAN, JAMES, Esq., Lincoln's Inn-fields, and RICHARD RAMSBOTTOM, Esq., Brighton. £36 6s. 11d. Consolidated £3 per Cent. Annuities—Claimed by said J. Lemman, and R. Ramsbottom.

PEARNS, JOHN WARREN, Salisbury-square, Esq., deceased. £1,400 Consolidated £3 per Cent. Annuities—Claimed by Robert Charles Thomas Pearse, William John Pearse, and Rev. Beauchamp Kerr Warren Pearse, acting executors.

WIGHT, JOHN, Southampton, Esq., deceased. £50 Consolidated Long Annuities—Claimed by Edward Tyler, the acting surviving executor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, April 28, 1865.

LIMITED IN CHANCERY.

Anglo-French Porcelain Company (Limited).—The Master of the Rolls has, by an order dated March 18, appointed George Scott, of No. 2, Bond-st, Walbrook, to be official liquidator.

British and Foreign Gas Generating Apparatus Company (Limited).—

Ordered to be wound up by Vice-Chancellor Stuart, April 21. Woolf, King-st, Chancery, Solicitor for the petitioner.

European Central Railway Company (Limited).—Petition for winding up, presented April 21, directed to be heard before the Master of the Rolls, May 6. Lewis & Lewis, Ely-pl, Solicitors for the petitioner.

Globe Steam Printing Company (Limited).—Vice-Chancellor Wood has, by an order dated July 30, appointed Samuel Davis, St Mark's-rd, Kennington, to be official liquidator.

Globe Steam Printing Company (Limited).—Creditors are required, on or before the 20th May, to send their names and addresses, and the particulars of their debts or claims, to Samuel Davis, 30, St Mark's-rd, Kennington. Friday, the 26th May at 12, is appointed for hearing and adjudicating upon the debts and claims.

London and Scottish Bank (Limited).—Petition for winding up, presented April 25, directed to be heard before the Master of the Rolls, May 6. Redpath, Suffolk-lane, agent for Clater & Co, Newcastle-upon-Tyne, Solicitors for the petitioner.

Palmer Anthracite Coal and Iron Company (Limited).—The Master of the Rolls has, by an order dated March 25, appointed George Scott, 2, Bond-st, Walbrook, to be official liquidator.

Universal Mercantile Association (Limited).—Vice-Chancellor Kindersley has, by an order dated April 15, appointed George Scott, 2, Bond-st, Walbrook, to be official liquidator.

UNLIMITED IN CHANCERY.

Free Trade Benefit Building Society.—Petition for winding-up, presented April 25, directed to be heard by special order by Vice-Chancellor Kindersley, May 6. Vining, Moorgate-st-bldgs, Solicitor for the petitioner.

Portsmouth, Faversham, Gosport, and South Hants Banking Company.—Order to wind up, made by Vice-Chancellor Kindersley, April 21. Tilleard & Co, Old Jewry, Solicitors for the petitioners. May 9 at 12, at his chambers, is fixed as the time and place for the appointment of an official liquidator.

TUESDAY, May 2, 1865.

LIMITED IN CHANCERY.

Factage Parisien (Limited).—Ordered to be wound up by the Master of the Rolls, April 22. Freshfields & Newman, Bank-bldgs, Solicitors for the petitioners.

London, Hamburg, and Continental Exchange Bank (Limited).—Ordered to be wound up by the Master of the Rolls, April 22. Deane & Co, South-st, Gray's-inn, Solicitors for the petitioner.

Pontnewydd Iron Works Company (Limited).—Ordered to be wound up by the Master of the Rolls, April 22. Thomas & Hollams, Mincing-lane, Solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 28, 1865.

Baker, Ann, Sloane-st, Chelsea. May 20. Thompson & Fennell, V. C. Wood.

Cole, Thos Butler, Kirkland-hall, Garstang, Lancaster, Esq. May 25. Clarke & Thornton, M.R.

Ensley, Josiah, Bedworth, Warwick, Ribbon Weaver. May 29. Ensley & Ensley, V. C. Stuart.

Harris, Stephen, 61 Foster House, Egham, Surrey, Gent. May 6. Smalle Webb, V. C. Stuart.

Hodge, Chas Wm, Green, Hampstead, Gent. May 24. Cross & Hodge, V. C. Kindersley.

Horton, Silvanus, Maldon, Essex, Gent. May 29. Horton & Worraker, M.R.

Hough, David, Bridgemere, Chester. May 26. Hodgkins & Hough, M.R.

Hunt, Wm, Keevil, Wilts, Yeoman. May 29. Hunt & Hunt, V. C. Stuart.

Langley, Hy, Penylan Farm, Netherwent, Monmouth, Farmer. May 26. Burrows & Langley, V. C. Stuart.

Mieville, Andrew Amedee, Gower-st, St Giles-in-the-Fields, Middx, Esq. May 27. Hammond & Payne, M.R.

Motley, Robt, Kinnersley, Hereford, Blacksmith. May 25. Tarbath & Motley, M.R.

Wilkinson, Edward, Dorset-st, Middx, Esq. May 25. Wilkinson & Wilkinson, M.R.

Wolcott, John Marwood, Knowle, Devon, Esq. June 8. Smith & Wolcott, V. C. Stuart.

TUESDAY, May 2, 1865.

Green, Geo, Wedmore, Somerset, Gent. May 25. Bethell & Green, M.R.

Jackson, Ann Esther, Dockhead, Bermondsey, Spinster. June 2. Jackson & Henderson, M.R.

James, Jeanne Marie, Baroness de Porponcher, Southampton, Widow. May 27. Moberly & D'Auchamp, M.R.

Raleigh, Edw Ward Walter, Pall Mall. May 26. Vine & Raleigh, M.R.

Reece, Bezsin, Dover, Kent, Lieut. 37th Regiment. May 20. Gould & Dummett, M.R.

Shepherd, Richd, Week, Winchester, Southampton, Gent. May 30. Hanbury & Wood, M.R.

Stevens, Hy, Wraybury, Bucks, Yeoman. May 26. Fowler & Haynes, V. C. Stuart.

Wheelhouse, Geo, Deptford-bridge, Kent, Esq. May 25. Buckle & Briston, V. C. Wood.

Wyndham, Sir Hy, Cockermouth Castle, Cumberland. June 14. Rapley & Holbrook, V. C. Stuart.

Creditors under 22 & 23 Vic. cap. 35.

Last Day of Claim.

FRIDAY, April 28, 1865.

Branch, Thos, Lpool, Auctioneer. June 10. Lace & Co, Lpool.

Douglas, Wm Brice, Gloucester-ter, Hyde-pk-gardens, Merchant. June 24. Russell, Old Fitz-st.

Douglas, Thos, Maption-on-the-Hill, Warwick, Farmer. June 15. Poole & Johnson, Southam.

Dreaper, John Calvin, Lpool, Corn Merchant. June 1. Martin, Lpool.

Gaitskell, Jane, Brighton, Sussex, Spinster. June 1. Gregory & Co, Bedford-row.
 Green, Wm Dixon, Colchester, Essex, Esq. June 24. Barns & Neck, Colchester.
 Litchfield, John, Heage, Derby, Farmer. June 1. Walker, Belper.
 Payton, Joseph, Backford, Chester, Railway Contractor. June 30. Hostage & Co, Chester.
 Rigby, Robt, Lpool, Timber Merchant. June 1. Payne, Lpool.
 Taylor, Geo, Stourport, Worcester, Superintendent of Police. July 1. Cook, Stourport.
 Walker, Robt, Manch, Doctor. June 24. Heron, Manch.
 Wilkinson, Chas, Southgate, Middx, Surgeon. June 1. Morris & Co, Moorgate-st.

TUESDAY, May 2, 1865.

Davies, Saml, St Martin's-lane, Gent. June 15. Farrer & Co, Lincoln's-inn-fields.
 Devey, Wm, Handsworth, Stafford, Bombadier in Royal Artillery. June 10. Bone & Son.
 Foster, Frances Cecilia Burton, Hyde Park-sq, Spinster. June 1. Birt, Southampton-st, Fitzroy-sq.
 Hingson, Joseph, Stanhope-ter, Regent's park, Gent. June 12. Holmes, Poultry.
 Lindsey, John, Kingston, Surrey, Carman. June 25. Mellersh, Godalming.
 Perry, Robt, Ipswich, Suffolk, Esq. July 8. Steward & Son, Ipswich.
 Perry, Robt Cobbold, Kingston, Surrey, Esq. July 8. Steward & Son, Ipswich.
 Pigott, Deborah, St Helen's, Isle of Wight, Widow. June 17. Currie & Williams, Lincoln's-inn-fields.
 Salter, John, Bristol, Commander R.N. June 30. Mallam, Staple-inn.
 Sawle, Sir Joseph Sawle Graves, Eart, St Austell, Cornwall. June 1. Stokes, Bodmin.
 Teasdel, Geo, Hatton-garden, Holborn, Wholesale Jeweller. June 1. Jerwood, Ely-pl.
 Thomas, Morgan, Woolwich, Inspector General of Ordnance Hospitals. June 1. Simpson, Savile-row.
 Wheeler, Wm, Notting-hill, Builder. July 1. Roy & Cartwright, Lothbury.

Assignments for Benefit of Creditors.

FRIDAY, April 28, 1865.

White, Jas Wm, & Jas Allan White, Portsea, Southampton, Drapers. April 27. Heather & Son.

TUESDAY, May 2, 1865.

Pearce, Eliza, Chew Magna, Somerset, Grocer. Feb 2. Henderson, Bristol.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 24, 1865.

Banner, Hy, Lpool, Pawnbroker. April 22. Comp. Reg April 26.
 Bostock, Wm Hy, Nottingham, Tobacconist. April 12. Comp. Reg April 26.
 Britton, Robt, New North-rd, Islington, Boot Maker. April 21. Comp. Reg April 26.
 Canaway, Thos, Portsea, Hants, Jeweller. March 30. Conv. Reg April 25.
 Castle, Lawrence Wm, Oxford, Grocer. March 28. Conv. Reg April 25.
 Curry, John Wilson, Northumberland, Bookseller. March 31. Comp. Reg April 25.
 Dean, Joseph, Neweastle-upon-Tyne, Hosier. March 28. Comp. Reg April 24.
 Dibb, Enos, Idle, nr Bradford, York, Shopkeeper. April 10. Conv. Reg April 26.
 Drescher, Pius, Kingston-upon-Hull, Watchmaker. April 5. Comp. Reg April 26.
 Fuller, Fredk John, High-st, Whitechapel, Confectioner. March 30. Conv. Reg April 27.
 Flaxman, Jane, Willow-walk, Bermondsey, Widow. April 3. Conv. Reg April 26.
 Foster, Benj, Hastings, Sussex, Carpenter. April 18. Conv. Reg April 27.
 Gjeruldsen, John, Lpool, Tobacconist. March 30. Comp. Reg April 27.
 Halstead, Thos Kellit, Leeds, out of business. April 5. Comp. Reg April 25.
 Hargreaves, Hy, Burnley, Lancaster, Cotton Spinner. March 31. Conv. Reg April 28.
 Hardwicke, Edwd, Bourn, Lincoln, Wool Merchant. March 31. Conv. Reg April 28.
 Hayes, Robt, & Richd Hayes, Bolton, Lancaster, Circus Proprietors. March 27. Conv. Reg April 24.
 Heath, Edwd Clement, Reading, Berks, Grocer. April 24. Comp. Reg April 28.
 Heward, Jas, Chesterfield, Derby, Tailor. March 29. Comp. Reg April 25.
 Hollingsworth, John, Wright's-road, Bow, Baker. April 3. Comp. Reg April 25.
 Horwitz, Max, & Julius Horwitz, Parliament-st, Bishopsgate, Cap Book Manufacturers. April 24. Comp. Reg April 28.
 Hunter, Wm John, Greenwich, Kent, Sail Maker. April 1. Conv. Reg April 27.
 Hurley, Richd, Bridgwater, Somerset, Butcher. April 7. Comp. Reg April 26.
 Kay, Wm Walter, Bolton, Lancaster, Schoolmaster. March 29. Conv. Reg April 27.
 Kendall, Geo, Lambeth, Messenger. April 20. Comp. Reg April 27.
 March, Geo, Islington, Draper. April 10. Re-assnt. Reg April 28.
 Mepharm, Geo, Notting-hill, Omnibus Driver. March 30. Conv. Reg April 28.
 Mikesch, John Hy, Goswell-rd, Pocket Book Maker. April 21. Comp. Reg April 26.
 Miller, Jas, Aberdare, Glamorgan. April 1. Comp. Reg April 27.
 Miller, Jas, Old Kent-rd, out of business. April 27. Comp. Reg April 29.

Neilson, Robt, Durham, Grocer. April 23. Asst. Reg April 27.
 Orger, Thos, Hastings, Grocer. April 24. Comp. Reg April 27.
 Oxley, Robt, Bristol, Spirit Merchant. March 30. Conv. Reg April 25.
 Palliser, Sarah, York, Innkeeper. March 30. Conv. Reg April 25.
 Perkins, Jonah, Kingsland, Leather Seller. April 25. Comp. Reg April 26.
 Richards, Wm Joseph, Chepstow, Monmouth, Builder. April 15. Conv. Reg April 26.
 Royal, Fredk Marsh, Bath, Somerset, Dairyman. March 31. Asst. Reg April 28.
 Shaw, John, Nottingham, Working Jeweller. April 4. Conv. Reg April 27.
 Shears, Chas, Chabury, Dorset, Shoemaker. April 17. Asst. Reg April 27.
 Siddall, Wm, jun, Sheffield, York, Hosier. March 29. Conv. Reg April 25.
 Springthorpe, Amos Marshall, Oxford-st, Middx, out of business. April 18. Comp. Reg April 28.
 Stevens, Chas, jun, Highgate, Middx, Wood Engraver. April 22. Comp. Reg April 25.
 Warlow, John, Pembroke Dock, Ironmonger. April 17. Comp. Reg April 27.
 Wilcockson, Chas, Kingston-upon-Hull, Provision Merchant. April 11. Comp. Reg April 28.
 White, Hy, Naunton, Gloucester, Grocer. March 29. Asst. Reg April 26.
 Webster, John, Wolverhampton, Stafford, Grocer. April 22. Comp. Reg April 27.

TUESDAY, May 2, 1865.

Adams, John, Southampton, Dealer in Spirits. April 10. Comp. Reg May 2.
 Asher, Edwin Jas, Kibworth Beauchamp, Leicester, Cabinet Maker. April 4. Conv. Reg May 1.
 Bailey, Hy Geo, Coggeshall, Essex, Innkeeper. April 4. Conv. Reg May 2.
 Baldy, Wm, Grasmere, Westmoreland, Draper. April 13. Conv. Reg May 1.
 Betteridge, Wm, Chertsey, Surrey, Rope Maker. April 3. Comp. Reg April 29.
 Bonham, Louis, Church st, Hackney, Baker. April 24. Comp. Reg May 2.
 Brown, Saml Shaw, Runcorn, Chester, Elastic Webb Manufacturer. April 8. Conv. Reg April 29.
 Buckland, Richd, Birm, Woollen Draper. April 5. Comp. Reg May 1.
 Clements, Thos Packard, Judd-st, Brunswick-sq, Draper. April 6. Comp. Reg May 1.
 Cornish, John, Exeter, Chemist. April 3. Comp. Reg May 1.
 Doidge, Richd, Birm, Confectioner. April 3. Conv. Reg April 28.
 Duckworth, Wm, Radcliffe, Lancaster, Grocer. April 20. Asst. Reg May 1.
 Evans, Thos Richd, Dowlais, Glamorgan, Draper. April 3. Conv. Reg May 1.
 Faulkner, Chas, Aston, nr Birm, Warehouseman. April 25. Comp. Reg May 1.
 Fox, Joshua, Tregedon, St Budeok, Cornwall, Gent. March 2. Arrt. Reg May 2.
 Gittins, John, Newtown, Montgomery, Flannel Merchant. April 6. Comp. Reg May 1.
 Glanfield, Hermou, Crediton, Devon, Tailor. April 4. Conv. Reg May 1.
 Griffith, Ebenezer, Birm, Tailor. April 6. Conv. Reg May 2.
 Grocott, Joseph, Weston, Chester, Farmer. April 11. Conv. Reg May 1.
 Hall, Wm Dehown, Saddleworth, York, Paper Maker. April 6. Conv. Reg May 2.
 Hargood, Saml, Lowestoft, Suffolk, Pawnbroker. April 26. Conv. Reg May 1.
 Helsby, Thos Ballmore, Manch, Plumber. April 7. Asst. Reg May 2.
 Hill, John Gossett, Hy Wm Weguelin, & Edwd Jas Smith, Alderman's-walk, City, Russian Merchants. April 26. Conv. Reg April 29.
 Hollis, John Dove, New Windsor, Berks, Builder. April 8. Comp. Reg April 29.
 Jones, David, St Asaph, Flint, Grocer. April 28. Comp. Reg April 28.
 Kilshaw, Fredk, Lpool, Ship Owner. April 27. Comp. Reg May 2.
 King, Hy, Bicester, Oxford, Innkeeper. March 31. Conv. Reg April 28.
 Lashmar, John Hy, Red-hill, Surrey, Bootmaker. April 6. Conv. Reg April 28.
 Lee, Geo, Claverton-st, Pimlico, Schoolmaster. April 17. Comp. Reg May 1.
 Lockwood, Jonathan Ramskill, Mirfield, York, Commercial Traveller. April 13. Conv. Reg May 1.
 McAlister, Wm, St Just, Penwith, Cornwall, Outfitter. April 18. Conv. Reg May 1.
 Mapleson, Hy, Lpool, Licensed Victualler. April 28. Agreement. Reg April 29.
 Mellor, Edwin, Saddleworth, York, Yarn Manufacturer. April 4. Conv. Reg April 28.
 Nicholson, John, Nottingham, Lace Manufacturer. April 6. Comp. Reg May 1.
 Page, Geo, Kingston-upon-Hull, Glass Dealer. April 5. Conv. Reg May 1.
 Parry, Hy Aldridge, Mount-st, Grosvenor-sq, Gent. April 4. Comp. Reg April 29.
 Picken, Edwd, Birm, Grocer. April 24. Comp. Reg May 1.
 Pitman, Chas, Radstock, Somerset, Innkeeper. April 16. Comp. Reg March 28.
 Quinn, Wm, and Hy McDowell, Leeds, Cloth Merchants. April 27. Comp. Reg April 29.
 Radcliffe, Joseph, Halifax, Woollen Manufacturer. April 11. Conv. Reg May 2.
 Ritchie, Richd Hy, Tenby, Pembroke, Banker's Clerk. April 5. Comp. Reg April 28.
 Roberts, Wm, Batley, York, Ironmonger. April 3. Conv. Reg April 29.
 Rowland, Geo Thos, Blackburn, Lancaster, Draper. April 11. Comp. Reg April 28.

Sanders, Thos, Seymour-pl, Bryanstone-sq, Beer Retailer. April 25. Comp. Reg April 28.
 Sheard, Hy, Bailey, York, Woolen Manufacturer. April 5. Conv. Reg May 1.
 Smith, Geo, Bridlington, York, Milliner. April 8. Conv. Reg May 2.
 Staples, Joseph Hy Prosser, Upper Seymour-st, Surgeon. April 20. Comp. Reg May 1.
 Taylor, Jas, Scholes, Wigan, Lancaster, Shopkeeper. April 25. Asst. Reg April 29.
 Thomas, Evan, Aberdare, Glamorgan, Ironmonger. April 20. Comp. Reg April 29.
 Thompson, Joseph, Dudley, Worcester, Plumber. April 3. Comp. Reg May 1.
 Unwin, Jas, Windhill, Shipley, York, Grocer. April 24. Conv. Reg May 1.
 Vernon, Jabez, Smethwick, Stafford, Ironmonger. April 24. Comp. Reg May 1.
 Webb, Richd, Birm, Draper. April 4. Comp. Reg May 1.
 Webb, John, Gt Swan-alley, Moorgate-st, Boot Warehouseman. April 26. Comp. Reg May 2.
 West, David, & Edwd West, Park-st, Kennington-cross, Cab Proprietors. March 30. Comp. Reg April 29.
 Williams, Geo, & John Gaunt, Wolverhampton, Oil Manufacturers. April 7. Asst. Reg May 2.
 Wilson, Chas Edmund, Monkwell-st, Manufacturer. April 10. Comp. Reg April 29.
 Wood, John, New Walton, York, Builder. March 28. Asst. Reg April 29.
 Wymann, Robt Hill, Milwyn, Herts, Grocer. April 3. Comp. Reg April 29.
 Young, Wm Hodgson, Sheffield, Grocer. March 31. Conv. Reg April 27.

Bankrupts.

FRIDAY, April 28, 1865.

To Surrender in London.

Barnes, Hy, Totton, Hants, Blacksmith. Adj April 21. May 8 at 1. Aldridge.
 Boyd, Andrew Forbes, White Lion-ct, Cornhill, Comm Merchant. Pet April 24. May 8 at 1. Pope, Old Broad-st.
 Bunt, Geo Jas, Edgware-road, Dairyman. Pet April 24. May 8 at 1. South, Regent-st.
 Coombe, Wm Biddlecombe, Old Bond-st, Piccadilly, Licensed Victualler. Pet April 19. May 8 at 2. Robinson & Co, Charterhouse-sq.
 Crampton, Wm Norman, Clapham-rd, Clerk in the Admiralty. Pet April 25. May 11 at 11. Hancock & Co, Lincoln's inn-fields.
 Croghan, Jas, Prisoner for Debt, London. Adj April 21. May 11 at 12.
 Curry, Saml, Prisoner for Debt, London. Adj April 21. May 8 at 1. Aldridge.
 Durrant, Thos Parker, Prisoner for Debt, London. Adj April 21. May 11 at 12.
 Galloway, Geo, Prisoner for Debt, London. Adj April 21. May 11 at 1.
 Gathercole, Jas, Cranmer-ter, Brixton, no business. Pet April 24. May 24 at 11. Buns, Southwark.
 Hervet, Alexander & Chas, Westbourne-ter, New Peckham, Clerk to the French Consulate. Pet April 24. May 8 at 12. Abrahams, Gresham-st.
 Hodson, Jas Shirely, jun, Carlton-rd, Kentish-town, Printer. Pet April 24. May 8 at 2. Doyle, Gray's-inn.
 Howlett, Geo Watkinson, Plaistow, Essex, Builder. Pet April 22. May 8 at 12. Cartwright, Basinghall-st.
 Ingram, Harriet, Prisoner for Debt, London. Adj April 22. May 11 at 12.
 Jackson, Benj Saml, Prisoner for Debt, London. Adj April 21. May 11 at 1.
 James, Thos Morgan, Prisoner for Debt, London. Pet April 25. May 11 at 11. Bramwell, Basinghall-st.
 Lambert, Wm, Walls End, Pevensey, Draper. Pet April 21. May 8 at 2. Monckton & Sons, Maidstone.
 Livermore, Wm Chas, jun, Paradise-row, Bethnal-green, Builder. Pet April 24. May 9 at 2. Buchanan, Basinghall-st.
 Lorenz, Hy Chas Rudolph, Prisoner for Debt, London. Adj April 21. May 11 at 1.
 Martin, Robt, Lambeth-walk, Dealer in Milk. Pet April 26. May 8 at 2. Ablett, Basinghall-st.
 O'Connell, John, Woolwich, Kent, Surgeon. Pet April 24. May 8 at 12. Hill, Basinghall-st.
 Preconzini, Alberto, Prisoner for Debt, London. Adj April 21. May 8 at 1. Aldridge.
 Rubino, Joseph, Sambrook-ct, Agent's Clerk. Pet April 22. May 9 at 1. Sole & Co, Aldermanbury.
 Sly, Ann, Mary, Prisoner for Debt, London. Adj April 21. May 11 at 1.
 Smith, Thos, Basinghall-st, Merchant. Pet March 27. May 24 at 11. Ashurst, Old Jewry.
 Smith, Thos Matthew, Red Lion-assage, Holborn, Greengrocer. Pet April 25. May 11 at 11. Cooper, St Martin's-lane.
 Spencer, Lewis Chas, Queen's-rd, Dalston, Clerk. Pet April 24. May 8 at 1. Brutton, Basinghall-st.
 Street, Abiathar, Old Brompton, Lodging-house Keeper. Adj April 21. May 8 at 1. Aldridge.
 Tuckwell, Joseph, Prisoner for Debt, Oxford. Adj April 21. May 11 at 1.
 Turner, Chas, Cromer-st, King's-cross, Chemist. Adj April 21. May 8 at 1. Aldridge.
 Vaudeau, Louis Benj, Allerton-st, Hoxton, Artificial Florist. Adj April 21. May 8 at 1. Aldridge.
 Venables, Chas, Prisoner for Debt, London. Pet April 25. May 8 at 2. Atkinson, High Holborn.
 Wilson, Chas, Prisoner for Debt, London. Pet April 21. May 8 at 12. Munday, Strand.
 Wisler, John, jun, Tottenham-et-rd, Coach Smith. Adj April 21. May 8 at 1. Aldridge.
 Winter, Jas, Prisoner for Debt, London. Pet April 25. May 11 at 12. Hill, Basinghall-st.

To Surrender in the Country.

Allsopp, John, Tottenhall, Stafford, Milksealer. Pet April 17. Wolverhampton, May 10 at 3. Bartlett, Wolverhampton.
 Barker, Richd, York, Carver. Pet April 23. York, May 12 at 11. Mann, York.
 Baxter, Wm Newsome, Thornton-le-Moor, York, Brewer's Clerk. Pet April 24. Leeds, May 8 at 11. Simpson, Leeds.
 Berridge, Chas, Stamford, Lincoln, Cordwainer. Pet April 24. Stamford, May 8 at 11. Laxton, Stamford.
 Brown, John Edwin, Openshaw, nr Manch, Coal Dealer. Pet April 20. Manch, May 10 at 12. Gardner, Manch.
 Brown, Wm, Halifax, York, Reed and Hald Maker. Pet April 24. Halifax, May 12 at 10. Storey, Halifax.
 Chapman, Jas, Bury St Edmunds, Suffolk, Engine Driver. Pet April 25. Bury St Edmunds, May 15 at 10.30. Salmon.
 Coates, Lucy, & Eliz Row, Brighton, Sussex, Milliners. Pet April 25. Brighton, May 15 at 11. Lamb, Brighton.
 Coatsworth, John, Kingston-upon-Hull, Stationer. Pet April 25. Leeds, May 17 at 12. Spurr, Hull.
 Crook, Edw, Marlborough, Wilts, Innkeeper. Pet April 25. Marlborough, May 15 at 11. Cave, Newbury, Berks.
 Dean, Wm, Huddersfield, Butter Factor. Pet April 13. Huddersfield, May 15 at 10. Craven, Huddersfield.
 Dixon, Jas, Habergam Haves, Lancaster, Carter. Pet April 24. Burnley, May 8 at 3. Grimshaw, Burnley.
 Dodds, Joseph, Bishop Auckland, Durham, Joiner. Pet April 24. Bishop Auckland, May 12 at 10. Marshall, Durham.
 Duckworth, Peter, New Brighton, Chester, Builder. Pet April 17. May 12 at 12. Gardner, Manch.
 Edwards, John, Pwllheli, Carnarvon, Baker. Adj April 20. Pwllheli, May 10 at 10.
 Ellis, John, Chester, Painter. Pet April 21. Chester, May 15 at 9. Churton, Eastgate-bldgs.
 Ette, Francis King, Sheffield, Licensed Victualler. Pet April 25. Sheffield, May 10 at 1. Fernel, Sheffield.
 Evans, Wm, Bilston, Stafford, Poulterer. Pet April 25. Wolverhampton, May 10 at 3. Bartlett, Wolverhampton.
 Farmer, Wm, Solihull, Warwick, Cab Proprietor. Pet April 15. Solihull, April 29 at 3. East, Birm.
 Fildell, Richd, Birm, Coach Builder. Pet April 22. Birm, May 22 at 10. Duke, Birm.
 Galt, Thos Gregory, Exeter, Travelling Dealer in Drapery. Pet April 25. Exeter, May 8 at 11. Flood, Exeter.
 Greenhouse, Richd, Wolverhampton, Stafford, Butcher. Pet April 27. Wolverhampton, May 10 at 3. Stratton, Wolverhampton.
 Gregory, Jas Richd, Buckingham, Butcher. Pet April 24. Newport Pagnell, May 8 at 3. Jones, Aylesbury.
 Heaward, Joseph, jun, Redditch, Manch, out of business. Pet April 17. Lancaster, May 12 at 12. Gardner, Manch.
 Hodges, Hy, Oxford, Leicester, Fishmonger. Pet April 26. Leicester, May 13 at 10. Chamberlain, Leicester.
 Hodgson, Wm Hunt, Newcastle-upon-Tyne, Painter. Pet April 25. Newcastle, May 13 at 10. Scaife & Co, Newcastle-upon-Tyne.
 Holden, Hy, Elton, Bury, Grocer. Pet April 25. Bury, May 18 at 10. Anderton, Bury.
 Horner, Joseph Horatio Chas, Birm, Stationer. Pet April 19. Birm, May 22 at 10. East, Birm.
 Jenkins, John Oliver, Exeter, Cattle Dealer. Pet April 24. Exeter District, May 5 at 1. Fryer, Exeter.
 Kimberley, Joseph, Willenhall, Stafford, Screw Manufacturer. Pet April 20. Wolverhampton, May 10 at 3.
 King, Fredk, Freemantle, Southampton, Horse Dealer. Adj April 20. Southampton, May 22 at 12.
 Knowles, John, Lancaster, Coal Miner. Pet April 17. Lancaster, May 12 at 12. Gardner, Manch.
 Langfield, Edw, Marsden, York, General Dealer. Pet April 16. Leeds, May 8 at 11. Bond & Co, Leeds.
 Lewis, Joseph, Cheetham, Manch, Engineer. Pet April 17 (for pau). Lancaster, May 12 at 12. Gardner, Manch.
 Little, Thos, Walford, Hereford, Small Farmer. Pet April 24. Ross, May 11 at 12. Williams, Ross.
 McCabe, Hugh, Everton, Lancaster, out of business. Pet April 17 (for pau). Lancaster, May 12 at 12. Gardner, Manch.
 Manaton, Oliver Sleeman, Bodmin, Cornwall, Accountant. Pet April 22. May 9 at 2. Wallis, Bodmin.
 Moore, John, Dawley, Shropshire, Farmer. Pet April 22. Madeley, May 20 at 12. Walker, Wellington.
 Morley, Wm Wheelhouse, Mile End, Blackburn, Lancaster, Comm Agent. Pet April 17 (for pau). Lancaster, May 12 at 12. Gardner Manch.
 Mosley, John, sen, Handsworth, Stafford, Shingler. Pet April 24. Birm, May 22 at 10. Jackson, Westromwich.
 Nattriss, Joseph, Recall, York, Grocer. Pet April 25. Selby, May 11 at 12. Manso, York.
 O'Brien, Ann Maria, Wolverhampton, Spinster. Pet April 24. Birm, May 10 at 12. Parry, Birm.
 Osborne, Thos, Brighton, Coach Maker. Pet April 25. Brighton, May 15 at 11. Lamb, Brighton.
 Owen, Thos, sen, and Thos Owen, jun, Llandudno, Carnarvon, Ironmongers. Pet April 26. Lpool, May 8 at 12. Evans & Co, Lpool.
 Owens, Edwd, Trammere, Chester, Builder. Pet April 24. Lpool, May 8 at 11. Townsend & Jackson, Lpool.
 Pritchard, John, St Helen's, Lancaster, Tragedian. Pet April 25. Lpool, May 8 at 11. Goldrick, Lpool.
 Read, Thos, (St Grimsby, Lincoln, Chemist. Pet April 25. St Grimsby, May 12 at 11. Winterringham, Grimsby.
 Roberts, Richd Baker, Canton, nr Cardiff, no occupation. Pet April 25. Cardiff, May 16 at 11. Ensor, Cardiff.
 Rollason, John, Salford, Lancaster, Metal Broker. Pet April 17 (for pau). Lancaster, May 12 at 12. Gardner, Manch.
 Roylance, John, Mossley, Lancaster, Tin Plate Worker. Pet April 27. Ashton-under-Lyns, May 11 at 12. Fox, Ashton-under-Lyns.
 Saunders, John, Smetham, Kent, Baker. Pet April 25. Ashford, May 9 at 10. Minert, Folkestone.
 Shaw, Jas, & Geo Shaw, Huddersfield, York, Plasterers. Pet March 21. Huddersfield, May 15 at 10. Haigh, Huddersfield.
 Skinner, Edmd, Birm, Tailor. Pet April 25. Birm, May 22 at 10. Duke, Birm.

Sutton, Wm, Turton, nr Bolton, Lancaster, Publican. Pet April 24. (for pau).
 Manch, May 15 at 11. Cobbett & Wheeler, Manch.
 Topham, Jas Bass, Prisoner for Debt, Lancaster. Adj April 17 (for pau).
 May 12 at 12. Gardner, Manch.
 Walker, John Webster, Rotherham, York, Beerhouse Keeper. Pet April 26.
 May 15 at 11. Faveil, Rotherham.
 Wilcock, George, Calverley, York, out of business. Pet April 26.
 Leeds, May 8 at 11. Harle, Leeds.
 Wood, Radcliffe, Mossley Bottoms, nr Ashton-under-Lyne, out of business. Pet April 25.
 Ashton-under-Lyne, May 11 at 12. Whitehead, Rochdale.

TUESDAY, May 2, 1865.

To Surrender in London.

Adamson, Geo Johnstone, Reading, Builder. Adj April 21. May 24 at 1.
 Attwood, Wm, Woolhampton, Berks, Basket Maker. Pet April 29.
 May 25 at 1. Lott, Parliament-st, for Fricke & King, Basing-stoke.
 Bale, Geo, Prisoner for Debt, Springfield. Adj April 22. May 24 at 12.
 Borrass, Hy, Prisoner for Debt, London. Pet April 26 (for pau). May 15 at 11. Hill, Basinghall-st.
 Buck, Thos, Prisoner for Debt, London. Pet April 27 (for pau). May 15 at 11. Bredner, Coppull-st.
 Clutterbuck, Jas Alfred, Oxford-st, Coffeehouse Keeper. Pet April 27.
 May 25 at 11. Clarke, St Mary's-q, Paddington.
 Dowell, Alex Wood, St Swithin's-lane, Dining-room Keeper. Adj April 21. May 24 at 1.
 Evans, Chas, Prisoner for Debt, Dorset. Pet April 29. May 25 at 1.
 Loftus & Co, New-inn, Strand, for Veant, Poole.
 Goedicke, Reinhold, Ledbury-rd, Dayswater, Surgeon. Pet April 26.
 May 24 at 1. Marshall, Lincoln's-inn-fields.
 Gooding, Thos, Pimlico, Master Boot Maker. Adj April 21. May 24 at 1.
 Grant, Alex, Holborn-hill, Comm Agent. Adj April 21. May 24 at 12.
 Hartley, Ernest Augustus, Ewell, Surrey, Licensed Victualler. Pet April 28. May 16 at 11. Dalton, Bucklersbury.
 Hutchinson, John Jas, Charles-st, Manchester-gd, Bookseller. Pet April 27.
 May 15 at 11. Waldron, Lamb's Conduit-st.
 Johnson, Thos John, Prisoner for Debt, London. Pet April 28 (for pau). May 15 at 12. Atkinson, High Holborn.
 Laws, Robt, Florestone-st, Mile End-rd, Clerk in the Board of Trade. Pet April 29.
 May 24 at 2. Cooper, St Martin's-lane.
 Legassick, Benj, York-st, Westminster, Butcher's Servant. Pet April 27.
 May 24 at 12. Bramwell, Basinghall-st.
 Miller, Joseph, Wellington-rd, Hammersmith, out of business. Pet April 28.
 May 24 at 11. Weymouth, Clifford's-inn.
 Neal, Fredo, Folkestone, Kent, Stationer. Pet April 27. May 15 at 11.
 Bower & Co, Chancery-lane, for Hart, Folkestone.
 Priddle, John, Prisoner for Debt, Surrey. Pet April 27 (for pau). May 25 at 11. Hill, Basinghall-st.
 Rogers, Wm, Hastings, Sussex, Fruit Salesman. Pet April 28. May 24 at 2. Miller & Co, Sherborne-lane, and Savery & Co, Hastings.
 Smith, Ralph Milward, Pickering-st, Islington, Licensed Victualler. Pet April 28. May 15 at 12. Peeverley, Coleman-st.
 Tinceam, Wm, Prisoner for Debt, London. Pet April 29 (for pau). May 18 at 12. Drake, Basinghall-st.
 Tozer, Saml, Molyneux-st, John-st, Edgware-rd, Lath Render. Pet April 29.
 May 15 at 12. Atkinson, High Holborn.
 Wheeler, Hy, Fore, Shirt Manufacturer. Pet April 27. May 24 at 12. Allen & Co, Queen-st.
 Williams, Thos, Brand-st, Greenwich, Builder. Pet April 28. May 15 at 12. Hill, Basinghall-st.
 Winkworth, Wm Percy, Prisoner for Debt, Winchester. Pet April 26. May 24 at 2. Harrison & Co, Old Jewry.
 Younger, Hy Thos, Cobham, Surrey, Publican. Adj April 22. May 24 at 3.

To Surrender in the Country.

Ashworth, Robt, Warden, nr Rochdale, Lancaster, Journeyman Fuller. Pet April 29.
 Rochdale, May 17 at 11. Holland, Rochdale.
 Bell, Enoch, Hyth, Flint, Boot Dealer. Pet April 28. Lpool, May 15 at 12. Evans & Co, Lpool.
 Biglin, Peter, Hesse, York, Innkeeper. Adj April 12. York, May 17 at 12.
 Bishop, Jas, Colesford, Gloucester, out of business. Pet April 29. Bristol, May 13 at 11. Miller, Bristol.
 Bovett, John, Aston, Warwick, out of business. Pet April 27. Birm, May 22 at 10. Sargent, Birm.
 Brewer, Chas Edwd, Gainsborough, Lincoln, Tobacconist. Pet April 25. Gainsborough, May 9 at 10. Bladon, Gainsborough.
 Brooke, David, Batley, York, Cloth Dresser. Pet April 28. Dewsbury, May 12 at 3. Marratt, Dewsbury.
 Butler, Hy Swales, Kingston-upon-Hull, Merchant's Clerk. Pet April 28. Kingston-upon-Hull, May 16 at 11. Eaton & Beilby, Hull.
 Cane, Wm, East Retford, Nottingham, Provision Dealer. Pet April 24. Leeds, May 12 at 12. Unwin, Sheffield.
 Clarke, Saml, Birm, Journeyman Printer. Pet April 25. Birm, May 22 at 10. Parry, Birm.
 Clough, Hy, Church, Lancaster, Plumber. Pet April 27. Blackburn, May 18 at 11. Barlow, Accrington.
 Cook, John, Naunton Beauchamp, Worcester, Blacksmith. Pet April 26. Pershore, May 16 at 11. Wilson, Worcester.
 Creighton, Agnes, Kendal, Westmoreland, Butcher. Pet April 19. Kendal, May 8 at 11. Thomson, Kendal.
 Cumberland, Robt, Nottingham, Tobacconist. Pet April 26. Nottingham, May 31 at 11. Ashwell, Nottingham.
 Davis, Stuckey Reynolds, Salford, Lancaster, Schoolmaster. Pet April 28. May 19 at 12. Farrington, Manch.
 Dilley, Robt, Soham, Cambridge, Fishmonger. Pet April 29. Soham, May 13 at 10. Byme, Soham.
 Dyche, John, Birm, Teacher of Music. Pet April 24. Birm, May 22 at 10. Sargent, Birm.
 Gross, Wm, Ebury, Edmund's, Suffolk, Chemist. Pet April 29. Bury St Edmund's, May 15 at 11. Salmon, Bury St Edmund's.

Harding, John Ravenhill, Prisoner for Debt, Bristol. Adj April 25 (for pau). Bristol, May 19 at 12.
 Hill, Chas, Morley, nr Leeds, Cloth Manufacturer. Pet April 28. Dewsbury, May 12 at 3. Harle, Leeds.
 Higgett, Melton Butler, Gedling, Nottingham, Farmer. Adj April 25. Birm, May 16 at 11.
 House, Richd, Maidenhead, Berks, Tailor. Pet April 23. Windsor, May 16 at 11. Smith, Maidenhead.
 Hosking, Clifton, Cusgarne, Gwennap, Cornwall, Travelling Draper. Adj April 19. Redruth, May 13 at 12.
 Jackson, Thos, Daniesthorpe, Measham, Derby, Licensed Victualler. Pet April 29. Birm, May 15 at 12. Bartlett, Wolverhampton.
 Jupp, Joel Hy, Ipswich, Comm Agent. Pet April 29. Ipswich, May 15 at 11. Follard, Ipswich.
 Kearley, Adam, & Jas Kearley, Wigan, Lancaster, Bricklayers. Pet April 29. Manch, May 15 at 12. Boote & Ryland, Manch.
 Lancaster, Robt, Nelson, Gt and Little Marsden, nr Burnley, Lancaster Ironmonger. Pet April 29. Manch, May 18 at 11. Backhouse & Whittam, Burnley, and Cobbett & Wheeler, Manch.
 Loxton, Chas, Wednesbury, Stafford, out of business. Pet April 27. Walsall, May 16 at 12. Sheldon, Wednesbury.
 MacLaurin, Robt, Bradford, York, Comm Agent. Pet April 27. Bradford, May 16 at 10. Hill, Bradford.
 Marks, David, Birm, Boot and Shoe Dealer. Pet May 1. Birm, May 15 at 12. Parry, Birm.
 Marshall, Edwd, Castleford, York, Tailor. Pet April 29. Pontefract, May 16 at 11. Jefferson, Pontefract.
 Monday, John, Milverton, Somerset, Farmer. Pet April 28. Exeter, May 13 at 11. Fryer, Exeter.
 Myers, Thos, & Benj Myers, Halifax, Oil Extractors. Pet April 29. Halifax, May 16 at 10. Yewdall, Bradford.
 Owen, Jas, Prisoner for Debt, Bristol. Adj April 26 (for pau). Bristol, May 19 at 12.
 Perrin, Wm, Nantwich, Chester, Innkeeper. Pet April 29. Lpool, May 15 at 12. Best, Lpool.
 Prosser, Hy, Prisoner for Debt, Monmouth. Pet April 29. Bristol, May 13 at 11. Hutchins, Bristol.
 Roberts, Evan, Mold, Flint, Butcher. Pet April 27. Wrexham, May 18 at 10.30. Sherratt, Wrexham.
 Roberts, John, Twthil, Conway, Carnarvon, Cattle Dealer. Pet April 28. Lpool, May 15 at 12. Steble & Jameson, Lpool.
 Rogers, Jas, Sandwich, Kent, Farmer. Pet April 22. Sandwich, May 13 at 11.30. Mourilyan, jun, Sandwich.
 Roles, Wm, Salisbury, Wilts, Glover. Pet April 28. Salisbury, May 16 at 3. Whatman, Salisbury.
 Semmons, Wm, Prisoner for Debt, Bodmin. Pet April 28. Exeter, May 13 at 11. Terrell, Exeter.
 Sissons, Jas, Kingston-upon-Hull, Ironmonger. Pet April 5. Leeds, May 17 at 12. Whitehouse, Wolverhampton, and Shackles & Berks, Hull.
 Smedley, Andrew, Church Gresley, Derby, Builder. Pet April 29. Burton-on-Trent, May 15 at 1. Prince, Burton.
 Smith, David, Bishopwearmouth, Durham, Sail Thimble Maker. Pet April 25. Sunderland, May 16 at 3. Eglington, Sunderland.
 Sorrell, Mary Ann, Evesham, Worcester, Widow, Grocer. Pet April 25. Evesham, May 13 at 10. Endes, Evesham.
 Travers, Geo, Southampton, Fruiterer. Pet April 27. Southampton, May 27 at 12. Mackey, Southampton.
 Williams, Thos, Llanerchymedd, Anglesey, Baker. Pet April 27. Llangefni, May 18 at 11. Jones, Menai-bridge.
 Wood, Joseph Wm, Leeds, York, Stationer's Assistant. Pet April 25. Leeds, May 17 at 12. Harle, Leeds.

BANKRUPTCIES ANNULLED.

FRIDAY, April 28, 1865.

Adkins, Thos Killingworth, Wallingford, Berks, Miller. April 27.
 Brown, Chas, Whitechurch, Devon, out of business. April 26.
 Waterworth, Geo, jun, & Wm Waterworth, Gt St Helen's. April 27.

TUESDAY, May 2, 1865.

Shuckford, Joshua, Trafalgar-pl, Clapham-rise, Builder. April 26.

SLACK'S FENDER AND FIRE-IRON WARE.

HOUSE is the MOST ECONOMICAL, consistent with good quality:—Iron Fenders, 3s. 6d.; Bronzed ditto, 8s. 6d., with standards; superior Drawing-room ditto, 14s. 6d. to 50s.; Fire Irons, 2s. 6d. to 20s. Patent Dish Covers, with handles to take off, 18s. set of six. Table Knives and Forks, 8s. per dozen. Roasting Jacks, complete, 7s. 6d. Tea-trays, 6s. 6d. set of three; elegant Papier Maché ditto, 25s. the set. Teapots, with plated knob, 5s. 6d.; Coal Scuttles, 2s. 6d. A set of Kitchen Utensils for cottage, £3. Slack's Cutlery has been celebrated for 50 years. Ivory Table Knives, 14s., 16s., and 18s. per dozen. White Bone Knives and Forks, 8s. 9d. and 12s.; Black Horn ditto, 8s. and 10s. All warranted.

As the limits of an advertisement will not allow of a detailed list, purchasers are requested to send for their Catalogue, with 340 drawings, and prices of Electro-Plate, Warranted Table Cutlery, Furnishing Ironmongery, &c. May be had gratis or post free. Every article marked in plain figures at the same low prices for which their establishment has been celebrated for nearly 50 years. Orders above £2 delivered carriage free per rail.

RICHARD & JOHN SLACK, 336, STRAND, LONDON, Opposite Somerset House.

SLACK'S SILVER ELECTRO PLATE is a coat-

ing of pure Silver over Nickel. A combination of two metals possessing such valuable properties renders it in appearance and wear equal to Sterling Silver.

	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Table Forks, per doz.....	1	10	0	and	1	18	0	2	8	0	3	0
Dessert ditto	1	0	0	and	1	10	0	1	15	0	2	0
Table Spoons	1	10	0	and	1	18	0	2	8	0	3	0
Dessert ditto	1	0	0	and	1	10	0	1	15	0	2	0
Tea Spoons	0	12	0	and	0	18	0	1	3	6	1	0

Every Article for the Table as in Silver. A Sample Tea Spoon forwarded on receipt of 20 stamps.

Every Article for the Table as in Silver. A Sample Tea Spoon forwarded on receipt of 20 stamps.

THE OTTOMAN COMPANY

(LIMITED).

COMMISSION MERCHANTS AND FINANCIAL AGENTS.

Incorporated under "The Companies' Act, 1862," limiting the Liability of the Shareholders to the Amount Subscribed.

CAPITAL, £500,000, IN 25,000 SHARES OF £20 EACH.

(WITH POWER TO INCREASE.)

FIRST ISSUE, 12,500 SHARES.

Of which 2,500 Shares are reserved for Turkey. One-third of the remaining 10,000 Shares has already been applied for.

Deposit, £1 per Share on Application, and £1 on Allotment.

No Call beyond £3 per Share will be made during the first Six Months. Where no Allotment is made to an Applicant his Deposit will be returned in full.

Directors.

REAR-ADMIRAL HORNBY, R.N., Knowsley, Lancashire (Chairman of the Cotton Plantation Company of Natal).
 WILLIAM G. BARNES, Esq. (Messrs. Barnes & Co., Merchants, Little Bush-lane, London).
 J. LEWIS FARLEY, Esq., 20, Threadneedle-street, London.
 GEORGE B. HOWDEN, Esq., Merchant, Leeds.
 THOMAS PAGE, Esq., C.E., 3, Royal-terrace, Adelphi, London.
 THOMAS PALMER, Esq., 16, Upper Southwick-street, Cambridge-square, Hyde-park, London.
 AUGUSTO SOARES, Esq. (Messrs. M. & A. Soares, Merchants, 40, Seething-lane, London).
 RICHARD J. VAN LENNEP, Esq., Dutch Consul-General, Smyrna (Local Director).

Managing Director.

J. LEWIS FARLEY, Esq.

Manager of the Smyrna Branch.

MESSRS. PIERRE & JOSEPH TOPUZ.

Solicitors.

MESSRS. COURTENAY & CROOME, 9, Gracechurch-street, London.

Bankers.

THE LONDON AND WESTMINSTER BANK, Lothbury, London.

Brokers.

LONDON—Messrs. SMITH & BINNEY, 5, Angel-court.
 LIVERPOOL—THOMAS MORRIS, Esq., 3, India-buildings.
 MANCHESTER—C. P. ALLEN, Esq., India-buildings, Cross-street.
 HULL—WILLIAM WEST, Esq., 8, Bowl-alley-street.
 LEEDS—Messrs. A. GREENLAND & SON, Albion-street.
 DUBLIN—Messrs. McMAHON & FALLON, 27, College-green.
 GLASGOW—DUNCAN MACMASTER, Esq., 71, Queen-street.

Secretary.

B. LAMBERT, Esq.

TEMPORARY OFFICES—20, THREADNEEDLE STREET.

PROSPECTUS.

This Company is formed for the purpose of transacting the safe and highly profitable business of Commission Merchants and Financial Agents in connection with the trade and commerce of the Ottoman Empire.

TRADE OF THE EMPIRE.

Throughout the greater part of the Empire, the soil and climate permit of the almost inexhaustible production, in excess of the wants of the inhabitants, of those ordinary raw materials which form everywhere the great staples of food and manufacture. Grain, wool, cotton, hemp, hides, tallow, are produced in abundance; while in addition, Turkey yields in profusion those rarer articles of merchandise, such as drugs, dyes, gums, fruit, vegetable oils, silk, sugar, and tobacco, which can only be abundantly and profitably produced under conditions of special advantage of climate and geographical position.

In the year 1860, it was estimated that the annual trade of Turkey with foreign countries amounted to £48,000,000, and that between the Provinces to £20,000,000; giving a total of £68,000,000 per annum. Judging, however, from the increase of the trade between Turkey and Great Britain during the past few years, this total must now be considerably increased. In the year 1854, the imports and exports between Great Britain and Turkey (exclusive of Egypt) amounted to £6,251,131, and in 1859 to £9,620,536, but in the year 1863, according to the last Annual Statement published by the Board of Trade, they increased to £13,303,642. The trade between this country and Egypt has also risen from £11,118,922 in the year 1859, and £10,796,971 in 1861, to £21,006,964 in 1863, making a total between the Ottoman Empire and Great Britain alone of £34,310,646. This increasing trade is capable of almost indefinite extension.

BUSINESS OF THE COMPANY.

As Commission Merchants, the Company will receive, on the usual terms, consignments of goods for sale in English and Foreign markets, from merchants and others in the Ottoman Empire, as well as from merchants, manufacturers, and others in this country and abroad for sale in Turkish markets, and will execute orders for their correspondents both in Western Europe and the Ottoman Empire.

An important branch of the Company's business will consist in making Cash Advances to the native cultivators. The rate of interest usually paid for such loans is very high, ranging from 1½ to 4 per cent. per month (from 18 to 48 per cent. per annum), the security consisting of standing crops, articles of value easily convertible, and, when required, responsible personal guarantee. On this subject, much valuable information has been obtained from the English Consuls in Turkey, in reply to a recent circular dispatch from His Excellency Sir Henry Bulwer, H.B.M., Ambassador at Constantinople. One of the inquiries directed by His Excellency was, "Do farmers borrow money commonly in anticipation of their crops? How are the Advances secured, and are losses often incurred by the lender?" The following are extracts from the official replies:—

ADRIANOPLE.—Mr. Vice-Consul Blunt: "Farmers quite frequently borrow money upon their crops. The ordinary rate of interest is 2 per cent. a month (24 per cent. per annum), and even higher than that. Often the money is secured, by other responsible persons becoming security, and by pledges of personal property. Losses are seldom incurred by the lenders."

ARTA.—Mr. Acting-Consul Caravias: "The common rate of interest is 2 per cent. a month. Such loans or advances are always secured on the crop, and losses are rarely incurred by the lenders."

CAVALLA.—Mr. Vice-Consul Maling: "From 15 to 30 per cent. are the rates of interest charged by merchants; the crop being pledged for the advances, and the security valid, losses are seldom incurred. Money-lenders charge the peasantry 5 to 7 per cent. per month, and realise in this way enormous gains."

CONSTANTINOPLE.—Mr. Consul-General Cumberbatch: "A farmer who requires money to carry on his pursuits, sells his produce before he realises it, at a certain price, which is always much below what he could obtain for it in the market; and thereby loses on an average from 20 to 30 per cent., the usurer taking care by giving himself a very large margin to secure himself against eventualities."

CYRUS.—Mr. Vice-Consul White: "The custom of borrowing money in anticipation of the crops is common. The rate of interest varies from 12 to 20 per cent.; few losses are incurred."

DARDANELLES.—Mr. Acting-Consul Raby: "Farmers commonly borrow money in anticipation, and on security of their crops, 15 and even 25 per cent., interest being charged for a few months. The lender very seldom incurs any losses."

DIARBEKHEH.—Mr. Consul Taylor: "Capitalists advance money on the crops, charging 2 to 3 per cent. interest per month; losses are rare."

GALLIPOLI.—Mr. Acting Vice-Consul Whitaker: "As a rule, the farmers in this province all borrow money on their crops; even those who are wealthy, and have gold hoarded up, will borrow to defray expenses of cultivation, rather than encroach upon their treasure. The rate of interest is generally 20 per cent., and the farmers are very well pleased to borrow at this rate. Losses must be very rare, as I have never either experienced or heard of others suffering any."

JANINA.—Mr. Vice-Consul Stuart: "Interest is 2½, 3, and 4 per cent. a month. The advances are always secured upon the crops, and losses are but rarely incurred by the lenders."

SALONICA.—Mr. Consul Wilkinson: "Farmers borrow money in anticipation of their crops. The rate of interest usually charged is seldom less than 20 per cent."

SAYADA.—Mr. Consul Zarb: "Money is lent to the cultivators at the rate of 5 per cent. per month; the advances are always secured on the crops, and losses by the lenders are very rare."

SMYRNA.—Mr. Consul Blunt: "The native cultivators always require advances in anticipation of their crops, at a nominal rate of interest, say 1½ to 2 per cent. per month; but it is actually more. The title-deeds of the farm are transferred to the lender in the Turkish Court, under the title of *istilal*, or mortgage."

TRIPOLI.—Mr. Consul-General Herman: "Almost the totality of them (the merchants) derive their chief sources of profit from lending money on pledges, on which they levy a rate of interest of 4 to 6 per cent. per month (43 to 72 per cent. per annum), and sometimes more."

VOLO.—Mr. Vice-Consul Suter: "Loans to the growers are secured by pledging the produce, and are not often attended with loss. The rates of interest are never less than 12, and often more than 20, per cent. per annum."

As Financial Agents, the Company will give its assistance to the Ottoman Government in the promotion of reproductive public works, conducting to the improvement of internal transit and the development of external trade, and act generally as Financial Agents in, and in connection with, the Ottoman Empire.

The Company is prevented by the terms of the Memorandum of Association from trading for its own account.

GENERAL ARRANGEMENTS.

The Head Office of the Company will be in London, with Agencies in Leeds, Liverpool, and Manchester. Branches will be established at the Ports of Constantinople, Smyrna, and Beyrout, and Agents will be appointed in the Interior, subject to the superintendence and control of the Branches to which their districts may be attached.

The exclusive services of gentlemen of established reputation and acknowledged local experience having been obtained, the operations of the Company will immediately commence at Smyrna, where a valuable and old-established business of sixty years' standing has been secured.

APPLICATIONS FOR SHARES.

Applications for Shares may be addressed in the annexed form to the Directors, and copies of the Prospectus may be obtained at the Temporary Offices of the Company, or at the Offices of the Bankers, Brokers, and Solicitors; but no application will be considered unless a Deposit of £1 per Share on the number of Shares applied for has been paid.

A copy of the Memorandum and Articles of Association may be inspected at the Offices of the Solicitors, or at the Temporary Offices of the Company. Copies will be forwarded by post, without charge, on application to the Secretary.

FORM OF APPLICATION FOR SHARES.

Gentlemen.—Having paid to your Bankers the sum of £ , being a deposit of £1 per Share on Shares in the above Company, I hereby request that you will allot me that number, and I agree to become a Member of the Company in respect of such Shares, or in respect of any less number you may allot me, and to execute the Articles of Association when required; and I request that my name may be placed on the Register of Members for the Shares so allotted.

Usual signature
Name in full
Residence
Profession or business
Date

THE OTTOMAN COMPANY (Limited).—NOTICE is HEREBY GIVEN that no further APPLICATIONS for SHARES in the above Company will be received after WEDNESDAY next, the 10th Instant, at Four o'clock p.m.

By order, B. LAMBERT, Secretary.

THE OTTOMAN COMPANY (LIMITED).

MEMORANDUM OF ASSOCIATION.

1. The name of the Company is "THE OTTOMAN COMPANY (LIMITED)."
2. The Registered Office of the Company will be situated in England.
3. The objects for which the Company is formed are to carry on the business of Commission Merchants, Financial and General Agents, and Warehouse-keepers and Wharfingers, in and in connection with the Ottoman Empire; also to transact every kind of financial business in connection with the Ottoman Empire; also to acquire upon any tenure, all such lands, warehouses, wharves, matters, and things, and to construct, hire, and rent all such buildings, works, warehouses, wharves, matters, and things, and to purchase, hire, charter, or freight, all such ships, barges, and boats, as the Directors may, for any one or more of the common objects or business of the Company, deem it advisable to acquire, construct, hire, rent, purchase, charter, or freight, as the case may be, and to do and perform all acts, deeds, matters, and things, which may be conducive to the attainment of the above objects, or any of them.
4. The liability of the Shareholders is limited.
5. The nominal Capital of the Company is £500,000, divided into 25,000 Shares of £20 each.

ARTICLES OF ASSOCIATION.

1. The regulations contained in the Table marked A in the Schedule to the Companies' Act, 1862, or any of them shall not apply to this Company, except so far as any of them may be herein contained.

I.—INTERPRETATION

In the interpretation of these presents, the following words and expressions shall have the following meaning, unless excluded by the subject or context:—

- "The Company" means "The Ottoman Company, Limited."
- "The Statutes" means and include every Act from time to time in force concerning Joint-Stock Companies with Limited Liability, and necessarily affecting the Company.
- "These presents" mean and include these Articles of Association, and the Regulations of the Company from time to time in force.
- "Special Resolution" means a special resolution of the Company, passed in accordance with section 51 of the Companies' Act, 1862.
- "Capital" means the Capital from time to time of the Company.
- "Shares" mean the Shares, from time to time, of the Capital.
- "Shareholders" means the duly registered holders from time to time of the Shares of the Company.
- "Directors" means the Directors from time to time of the Company, or, as the case may be, the Directors assembled at a Board or such a number of them as shall have authority to act under these presents.

"Board" means a meeting of the Directors, duly called and constituted, or, as the case may be, the Directors assembled at a Board.
 "Auditors" and "Secretary" mean those respective officers from time to time of the Company.
 "Ordinary Meeting" means an Ordinary Meeting of the Shareholders of the Company duly called and constituted, and any adjourned holding thereof.
 "Extraordinary Meeting" means an Extraordinary Meeting of the Shareholders of the Company, duly called and constituted, and any adjourned holding thereof.
 "Office" means the Registered Office from time to time of the Company.
 "Seal" means the Common Seal from time to time of the Company.
 "Month" means Calendar Month.
 Words importing the singular number only include the plural number.
 Words importing the plural number only include the singular number.
 Words importing the masculine gender only include the feminine gender.
 Words denoting individuals only shall apply to anybody politic or corporate, whether sole or aggregate.

II.—CONSTITUTION.

3. The following shall be the Regulations of the Company, but subject to repeal and alteration, as provided by these presents, or by any Act of Parliament affecting the same.

III.—BUSINESS.

4. The business of the Company shall include the several objects expressed in the Memorandum of Association, and all matters which, from time to time, appear to the Directors to be expedient for attaining those objects.

5. In case the whole of the shares into which the nominal capital of the Company is divided shall not be subscribed for and allotted, the registered holders of shares for the time being shall nevertheless be and continue associated, and the regulations herein contained for the management of the Company shall be in force in respect of the shares subscribed for and allotted, in like manner as if the whole of the shares into which the nominal capital of the Company is divided had been subscribed for and allotted.

6. The Head Office of the Company shall be either in the City of London or in the City of Westminster, and the business of the Company shall be carried on there, and at such other place or places, part or parts, either in England, the Ottoman Empire, or elsewhere, as the Board may deem advisable.

IV.—CAPITAL.

7. The Capital of the Company shall consist of Five Hundred Thousand Pounds sterling, divided into 25,000 Shares of £20 each, to be paid at such times and in the manner the Directors may determine. The directors shall first issue one-half of such Capital, being £250,000, in twelve thousand five hundred shares of £20 each. But it shall be lawful for the said Directors, and from time to time in their own discretion, to issue the remaining half of such Capital, or any part thereof, in Shares of the like amount, upon such terms as to them shall appear expedient.

8. The Board may at any time, with the sanction of a special resolution, increase the Capital by issuing new Shares: and whenever it is duly resolved to increase the Capital, the Directors shall carry the resolution into effect in such manner as they deem most expedient, subject nevertheless to the provisions of the statutes and these presents, and to any special directions (if any) given in reference thereto by the Meeting at which the resolution of the Board may have been ratified and confirmed.

9. Any Capital so created shall, except so far as is otherwise directed by any such special directions, be subject to these presents in the same manner as if it had been part of the original Capital.

V.—SHARES.

10. An application signed by or on behalf of the applicant for shares in the Company, followed by an allotment of any Shares thereon, shall be an acceptance of Shares within the meaning of these Articles, and every person who thus or otherwise accepts any Shares, and whose name is on the Register, shall for the purposes of these Articles, be a shareholder.

11. Every Shareholder shall on payment of such sum not exceeding one shilling as the Board from time to time prescribe, be entitled to a certificate, under the Common seal of the Company, specifying the Share or Shares held by him, and the amount paid thereon.

12. If any such certificate be worn out or lost, it may be renewed on payment of such sum not exceeding two shillings and sixpence, as the Board may from time to time prescribe, provided such evidence as the Board deem reasonable be afforded of the title of the party applying for renewal.

13. The Company shall have a first and paramount lien upon all the Shares of any Shareholder for all moneys due to the Company from him alone or jointly with any other person, and where a share is held by more persons than one, the Company shall have the lien thereon in respect of all moneys due to them from all or any of the holders thereof. And it shall be lawful for the Directors, in any case in which they think it expedient so to do, to declare, by resolution or order, the forfeiture of any Shares which may, under any of the following provisions contained, become or be forfeited, and every such declaration shall be evidence of the forfeiture of such shares, that is to say—That all debts, liabilities, and engagements due and subsisting to or with the Company from, or by, or on the part of any and every proprietor, either in respect of cash advances, or balances, or running accounts, or notes, or bills, or on account generally or otherwise, and whether in respect of his direct transactions with the Company, or mediately or otherwise, shall at all times and in all cases be the first and paramount lien on all the Shares of such Proprietor, whether such debts and engagements be those of such Proprietor solely, or of such Proprietor jointly or in partnership with any other person; and the Directors may, and they are hereby empowered, if they shall so think fit, to declare forfeited the Shares of such Proprietor, either wholly or in part, as the case may seem to require, and to sell or dispose of such Shares, or any of them, as to the Directors shall seem meet; and to apply the moneys which shall arise by such sale or disposition in or towards satisfaction or liquidation of all or any part of such debts, liabilities, or engagements; and such lien upon all or any part of such Shares, for, or in respect of the debts or liabilities of the Proprietor thereof, shall, upon the same Shares being declared forfeited, wholly cease and determine.

14. If any Share shall stand in the names of two or more persons, the person first-named in the register may, at the option of the Board, be, as regards votings at meetings, receipt of dividends, services of notices, and all or any other matters connected with the Company, except the transfer of the Share, deemed the sole holder thereof.

15. No share shall be sub-divided.

16. The Company shall not be bound by or recognise any equitable contingent, future, or partial interest in any Share, or except only as is by these presents otherwise expressly provided, any other right in respect of a Share than an absolute right thereto, in accordance with these presents, in the person from time to time registered as the holder thereof.

17. No Shareholder who shall change his name, or place of abode, or being a female, shall marry, and no husband of any last-mentioned Shareholder, shall be entitled to recover any dividend, or to vote, until notice in writing of the change of name, or abode, or marriage be given to the Company, in order to its being registered.

VI.—TRANSFER AND TRANSMISSION OF SHARES.

18. The Company shall keep a book, to be called the Register of Transfers, and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any Share; and the book shall be from time to time authenticated, by having the seal affixed thereto at a General Meeting.

19. The transfer books shall be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year.

20. The Company may decline to register any transfer of Shares, whilst the Shareholder making the same is either alone, or jointly with any other person, indebted to the Company on any account whatever, or unless the transferee produce to, and leave with the Secretary, for examination, the certificates of the Shares proposed to be transferred, and also deliver up to be cancelled any certificate of previous transfer relating to such shares, and also if the Directors shall resolve that the transferee is an unfit, irresponsible, or ineligible person.

21. The executors or administrators of a deceased Shareholder shall be the only persons recognized by the Company as having any title to his shares.

22. Any person becoming interested in a Share in consequence of the death, bankruptcy, or insolvency of any Shareholder, or the marriage of any female Shareholder, or by any lawful means other than by a transfer or deed, in accordance with these presents, may, upon producing such evidence as the Board think sufficient, either be registered himself the holder of the Share, or elect to have some person nominated by him and approved by the Board registered as such holder.

23. Provided, nevertheless, that if he shall elect to have his nominee registered, he shall testify the election by executing to his nominee a deed of transfer of the Share, and until he do so, he shall not be freed from any liability in respect of the Share.

24. Every transfer of a Share by deed shall be in such form as the Board from time to time lawfully approve, and shall be presented to the Company, accompanied by such evidence as the Board may require, to prove the title of the transferor.

25. Every transmission of a Share shall be verified in such a manner as the Board require, and the Directors may refuse to register any such transmission until the same be so verified.

26. There shall be paid in respect of the transfer or transmission of any number of shares to any party, such sum of money, not exceeding two shillings and sixpence, as the Directors from time to time may prescribe.

VII.—CALLS.

27. The Board may, from time to time, but subject to the conditions hereinafter mentioned, make such Calls upon the Shareholders in respect of all moneys unpaid on the Shares as the Board think fit, and every Shareholder shall be liable to pay the amount of every Share to the persons, and at the time and place appointed by the Board.

28. Twenty-one days' notice, at the least, shall be given of the time and place appointed by the Board for the payment of every Call.

29. No Call shall exceed £5 per Share, and at least three months shall intervene between the times appointed for the payment of two successive Calls.

30. A Call shall be deemed to have been made at the time when the resolution authorising the Call was passed.

31. If any Shareholder fail to pay any Call due from him on the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of £10 per centum per annum, from the day appointed for the payment thereof to the time of actual payment.

32. The Board may, if they think fit, receive from any Member willing to advance the same, any sum or sums uncalled up on his share, and upon the moneys so paid in advance, or upon so much thereof as from time to time, and at any time thereafter, exceeds the amounts of Calls then made upon, and due in respect of the shares, on account of which such advances are made, the Board may pay, or allow interest at such rate as the Shareholder, paying the sum in advance, and the Board agree upon, provided always that at any time after the payment of any such moneys so paid in advance, it shall be lawful for the Board, from time to time, upon giving to such Shareholder three calendar months' previous notice, to repay to such Shareholder so much of such money as shall then exceed the amount of the calls made upon such shares, unless there be an express agreement to the contrary; and after such repayment such Shareholder shall be liable to pay, and such shares shall be charged with the payment of all future calls as if no such advance had been made.

VIII.—FORFEITURE OF SHARES.

33. If any Shareholder shall fail to pay any call due, from time to time, on the appointed day, the Board may, at any time thereafter during such time as the call remains unpaid, serve a notice on him, requiring him to pay the call, together with any interest accrued and due thereon by reason of non-payment as aforesaid.

34. The notice shall name a day (not being less than fourteen days from the date of the notice), and a place or places, on and at which the Call and interest are to be paid; and the notice shall also state, that in the event of the non-payment of such call and interest at the time and place appointed, the share in respect of which such call was made, will be liable to be forfeited.

35. If the requisitions of any such notice shall not be complied with, every or any share in respect of which the notice is given may be forfeited by a resolution of the Board to that effect.

36. When any share is so declared to be forfeited, notice of the forfeiture shall be given to the holder of the share, and an entry of the forfeiture with the date thereof, shall forthwith be made in the register.

37. Every share which shall be forfeited, shall thereupon be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof, or to any other person, upon such terms and in such manner as the Board think fit.

38. Any Shareholder whose shares shall be forfeited, shall, notwithstanding the forfeiture, be liable to pay to the Company all calls owing upon the shares at the time of the forfeiture, and the interest (if any) thereon.

39. The forfeiture of a share or shares shall involve the extinction, at the time of the forfeiture, of all interest in all claims and demands against the Company, in respect of the Share, and all other rights incident to such share or shares, except only such of those rights as by these presents are expressly saved.

40. The forfeiture of a share shall not prejudice the right to any dividend declared thereon.

41. A certificate in writing, under the hands of two directors, and countersigned by the secretary, that a share has been duly forfeited in pursuance of these presents, and stating the time when it was forfeited, shall be conclusive evidence of such forfeiture, and an entry of such certificate shall be made in the minutes of the proceedings of the directors.

42. A certificate by the Secretary that the former holder of the forfeited Share made default in payment of the sum payable upon allotment, or of a call thereon, and that the forfeiture of the Share had been declared at a meeting of the Directors after due notice, and the receipt of any two Directors and the Secretary of the Company, for the price or purchase-money of such share, shall together constitute a good title to the purchaser, and he shall be discharged from liability for any calls which may have become due prior to such purchase (unless otherwise expressly agreed), and his title to the Share shall not be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

IX.—MEETINGS OF SHAREHOLDERS.

43. An Ordinary Meeting of the Company shall be held once in every year, and until the Director otherwise determine, in the month of March, at such time and place as the Directors may appoint. The first Ordinary Meeting shall be held in the month of March, 1866.

44. The Directors may, of their own accord, whenever they think fit, call an Extraordinary Meeting, and also they shall do so upon a requisition, in writing, by twenty or more Shareholders, holding, in the aggregate, not less than two thousand shares.

45. Any requisition so made by Shareholders shall express the object of the Meeting proposed to be called, and shall be left at the Registered Office of the Company.

46. Upon the receipt of any such requisition, the Directors shall forthwith convene an Extraordinary Meeting, and if they neglect to do so for one month from the leaving of the requisition, the requisitionists may themselves convene the Meeting, provided always that no resolution passed at a Meeting convened in pursuance of such requisition or by such requisitionists shall be binding on the Company, unless and until the same be confirmed by a Second Extraordinary Meeting, convened for the purpose by the Chairman of such Extraordinary Meeting, upon fourteen days' notice at the least.

47. Seven days' notice, at least, of every meeting, specifying the place, time, and hour of meeting, and the objects and business of the meeting, shall, in the discretion of the Directors, be given either by advertisement or by notice sent by post or otherwise to the registered address of every Shareholder whose registered address is in the United Kingdom, or if the Directors think, both by advertisement and by notice as aforesaid, and no business other than such as is specified in such notice shall be transacted thereat.

48. Every such notice (except as aforesaid) shall be signed by the Secretary, or by such other officer as the Directors may appoint, except in the case of a meeting convened by Shareholders, in accordance with these presents, in which case the notice may be signed by the Shareholders convening the same, or by twenty or more of them.

49. A Meeting of the Company shall be deemed and taken to be duly constituted, notwithstanding notice thereof may be omitted to be given to any Shareholder.

50. Except as otherwise provided by these presents, no business shall be transacted at any General Meeting, unless there shall be ten Shareholders personally present, and including proxies, twenty.

51. If at the expiration of one half-hour from the time appointed for the meeting the required number of Shareholders shall not be present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved; but in any other case it may be adjourned to such time on the following day, or on such other day, and to such place as the Chairman of the Meeting shall determine.

52. At any adjourned meeting, the Shareholders present, whatever their number or the amount of the shares held by them, shall have power to decide upon all the matters which could properly have been disposed of at the meeting from which the adjournment took place, in case a sufficient number of Shareholders had been present thereat.

53. The Directors shall choose one of their own number to be Chairman of every such Meeting.

54. If at any meeting twenty Shareholders shall be present, and the chair shall not be taken by a Director, at the expiration of half-an-hour from the time appointed for holding the meeting, or if, before the expiration of that time, all the Directors shall decline to take the chair, the Shareholders present shall choose one of their own number to be Chairman of the meeting.

55. The Chairman, with the consent of the Meeting, may adjourn any Meeting from time to time, and place to place, but no business shall be transacted at any Adjourned Meeting other than the business left unfinished at the meeting from which the adjournment took place.

56. Every motion submitted to a Meeting shall be decided, in the first instance, by a show of hands; and in the case of an equality of votes, the Chairman shall, both on the show of hands and at the poll, have a casting vote, in addition to his own vote.

57. A declaration by the Chairman of any Meeting that a resolution has been carried thereat, upon a show of hands, shall be conclusive, and an entry to that effect in the Book of Proceedings of the Company shall be sufficient evidence of that fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution, unless immediately on such declaration a poll shall be demanded in writing by at least ten Shareholders present, personally or by proxy, entitled to vote at such Meeting.

58. If a poll be duly demanded, the same shall be taken at such time and place, and either by open voting or by ballot, as the Chairman shall, direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

59. The proceedings at any Meeting duly called and constituted, and all resolutions and decisions of such Meeting shall be valid and binding on the Company.

X.—VOTES OF SHAREHOLDERS.

60. Every Shareholder shall be entitled to one vote for every five shares, and an additional vote for every ten shares beyond the first five, provided that no shareholder shall have more than twenty-five votes, and no shareholder shall be entitled to vote, or vote at any meeting unless all calls due from him shall have been paid, and after six months from the incorporation of the Company no Shareholder shall be entitled to vote, or vote in respect of any Share that he may have acquired by transfer, unless such Shareholder shall have been registered in the Company's books in respect thereof at least three calendar months previously to the time of holding the meeting at which he proposes to vote.

61. If any Shareholder shall be a lunatic, idiot, or non compos mentis, he may vote by his Committee, curator bonis, or other legal curator; and if any Shareholder shall be a minor, he may vote by his guardian, tutor, or curator, or any one of his guardians, tutors, or curators, if more than one.

62. No Shareholder shall be entitled to vote at any Meeting in respect of any Shares held by him, alone or jointly, whilst any call due from him, alone or jointly, remains unpaid.

63. Votes may be given either personally or by proxy, but every proxy shall be appointed in writing, under the hand of the appointor, or under the common seal of any corporation who may be the appointor.

64. No person shall act as proxy unless at the time of appointment he is a Shareholder, and qualified to vote as such, nor unless the instrument of his appointment shall be deposited at the office at least three clear days before the time for holding the meeting at which he purposes to vote.

XI.—DIRECTORS.

65. The first Directors of the Company shall be appointed by the Subscribers to the Memorandum of Association, or a majority of them.

66. Until such Directors are appointed, as aforesaid, the Subscribers to the Memorandum of Association shall act as Directors, and shall have all the powers which are hereinafter given to the Directors of the Company.

67. The first Directors, and other Directors appointed by the Board, shall continue in office until the Second Ordinary Meeting.

68. The Board shall have power at any time, and from time to time, before the second Ordinary Meeting to supply any vacancies in their number arising from death or resignation, or otherwise, and also to add to their number such additional Directors as they think fit, so as at the time of holding such Meeting the number of Directors shall not exceed twelve, but no vacancy (except such as shall be caused by a Director retiring in rotation) need be filled up until the number of Directors shall be reduced below eight.

69. Any casual vacancy occurring in the number of Directors, subsequent to the Second Ordinary Meeting, may be filled up by the Board, subject to the approval of the next ordinary meeting; but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

70. The Board may, from time to time, at any time subsequent to the Second Ordinary Meeting, increase or reduce the number of Directors provided that the number shall in no case be less than eight nor greater than twelve, and they may also determine in what rotation such increased or reduced number shall go out of office.

71. Subject to the provisions hereinafter contained as to James Lewis Farley, three of the Directors, if the number of Directors be twelve, or if not, the number nearest one-fourth of the Directors for the time being, shall retire from office at the Second Ordinary Meeting, and at the Ordinary Meeting corresponding thereto, in every subsequent year.

72. The one-fourth, or other nearest number, to retire in the years 1867, 1868, and 1869 shall, unless the Directors agree among themselves, be determined by ballot. In every subsequent year the one-fourth, or other nearest number who have been longest in office shall retire.

73. No person shall be qualified to be elected or act as a member of such Board unless he be the registered owner of forty shares in the capital of the Company for his own sole use and benefit upon which all calls and fees, if any then due, shall have been paid.

74. No person not being a Director at the time of the Second Ordinary Meeting shall be eligible to the office of Director unless he shall have been the registered holder of forty shares in the Company for at least six months next preceding the day of election, nor unless he shall have given the Company notice in writing of his willingness to be elected, at least ten days, and not more than three months previous to the day of election. Provided always, that any Director retiring by rotation shall be deemed willing and eligible to be re-elected without such notice, unless he shall have given to the Company notice in writing of a contrary intention at least twenty-one days before the day of election.

75. If at any Meeting at which any election of Directors ought to take place no such election takes place, the Meeting shall stand adjourned to the next business day, at the same time and place; and if, at the adjourned Meeting, no election take place, the Directors to retire shall continue in office until the then next Ordinary Meeting.

76. A Director may at any time give notice in writing of his wish to resign, by delivering such notice to the Secretary, or leaving it at the Registered Office of the Company, and on the acceptance of his resignation by a Board, but not before, his office shall be vacant.

77. The Directors, other than the said James Lewis Farley, shall be paid as a remuneration for their services a fixed salary of £3,000 per annum, such salary to be divided among themselves in such proportions as a majority of them may agree upon.

78. The said James Lewis Farley, shall be the Managing Director of the Company, unless he shall become disqualified as hereinafter provided, or be removed by a special resolution of the Shareholders holding not less than three-fifths of the registered shares in the Company, and entitled to vote at an Extraordinary Meeting to be convened for that purpose. As such Managing Director, he shall (subject to the control of the Board and of General Meetings) have the general management of the business and affairs of the Company, and shall be remunerated in such away as he and the Board may agree upon.

79. The office of any Director shall be vacated:—

If he shall accept or hold any other office under the Company other than that of Managing Director, but this restriction shall not apply to the office of Banker to the Company.

If he shall become a bankrupt or insolvent, or compound with his creditors.

If he be declared a lunatic, or become of unsound mind.

If he be absent from the Board for more than three consecutive months without the consent of the Board, and the Directors shall resolve that he has thereby become disqualified.

If he shall cease to hold Forty Shares, standing in his own name solely.

80. The Company, in Extraordinary Meeting, may, by a resolution passed by the votes of Shareholders holding in the aggregate at least three-fifths of the registered Shares, remove any Director before the expiration of his period of office, and appoint a qualified Shareholder in his stead, and the Director so appointed shall in all respects stand in the place of his predecessor.

81. Every Director, Auditor, Manager, Secretary, or other Officer, and his heirs, executors, administrators, and assigns, shall be indemnified by the Company for all losses and expenses incurred by them respectively, in or about the discharge of their respective duties, except such as happen from their own respective wilful acts or defaults.

82. No Director or Officer, his heirs, executors, administrators, or assigns, shall be liable for any other Director or Officer, or for joining in any receipt or order of cash, or for any loss or expense happening to the Company by the insolvency or deficiency of title to any property acquired by order of the Directors for or behalf of the Company, or for the insolvency or deficiency of security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects, shall be deposited, or for any loss, damage, or misfortune whatsoever, which shall happen in the execution of the duties of his respective office, or in relation thereto, unless the same happen through his wilful act or default.

XII.—POWERS AND PROCEEDINGS OF THE DIRECTORS.

83. The business of the Company shall be managed by the Board, who, in addition to the powers and authorities by the Statutes, or by these presents expressly conferred upon them, may exercise all such powers, give all such consents, make all such arrangements, and generally do all such acts and things as are, or shall be, by the Statutes and these presents directed or authorised to be exercised, given, made, or done by the Company, and are not thereby expressly directed to be exercised, given, made, or done by the Company in meeting, but subject, nevertheless, to the provisions of the Statutes, and of these presents, and subject also to such (if any) regulations as are from time to time prescribed by the Company in meeting. But no regulations made by the Company in meeting shall invalidate any prior act of the Board, which would have been valid if the regulations had not been made.

84. The Directors shall meet together for the despatch of business at such times and places as they think fit, and may make such regulations as they think proper for summoning and holding their meetings, and for the transaction of business thereat, and for determining the quorum necessary for the business of the Company, or the Managing Director, may, at any time, summon a meeting of the Directors.

85. All meetings of the Directors shall be presided over by the Chairman if present; but if at any meeting of the Directors the Chairman shall not be present at the time appointed for holding the same, the Directors present shall choose one of their number to preside at the meeting.

86. At any meeting of Directors each Director shall have one vote, and any question which shall arise at any such meeting shall be decided by a majority of votes; and in case of an equality of votes, the Chairman thereof shall have a casting vote in addition to his own.

87. The Board may delegate any of their powers, other than the power to make calls to Committees, consisting of such member or members of their body as the Board may think fit; and they may, from time to time, revoke and discharge any such committees, either wholly or in part, and either as to persons or as to business; but every Committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as are prescribed for it by the Board. All acts done by any such Committee, in conformity with such regulations and in fulfilment of the purposes of their appointment, but not otherwise, shall have the like power and effect as if done by the Board; and the Directors shall have power to remunerate the Members of any Special Committee, and charge such remuneration to the current expenses of the Company. The Managing Director shall, by virtue of his office, be a Member of every Committee.

88. The acts of the Board, and of any Committee appointed by the Board, shall, notwithstanding any vacancy in the Board or Committee, or any defect in the appointment of any Director, or of any Member of the Committee, be as valid as if no such vacancy or defect had existed, and as if every such person had been duly appointed, provided the same be done before the discovery of the defect.

89. The meetings and proceedings of every such Committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such Committee respectively.

90. The Directors shall cause Minutes to be made in books provided for the purpose, of the following matters, viz.:—

1. Of all the appointments of Officers and Committee made by the Directors.

2. Of all the names of the Directors present at every Meeting of Directors, and of the Members of Committee appointed by the Board present at every Meeting of the Committee.

3. Of the proceedings of all General Meetings.

4. Of the proceedings of all Meetings of the Directors and of Committees appointed by the Board.

91. The Directors shall be at liberty to commence the business of the Company as soon as they shall see fit, and whatever may be the amount of the capital subscribed for or taken.

92. The Directors shall provide a common seal, and such seal shall be kept by such person and in such manner as the Directors may think fit, and the Directors shall have full power to use the said seal in the execution of all or any of the powers hereby vested in them or otherwise in relation to the affairs and business of the Company as they shall in their discretion see fit.

93. Every deed or other instrument to which the seal is required to be affixed, shall be signed by two Directors, and countersigned by the Secretary.

94. In their management of the business of the Company, the Directors without any further power or authority from the Shareholders, may do the following things, viz.:—

1. They may, subject as hereinafter mentioned, appoint, and at their pleasure remove or suspend, a Solicitor or Solicitors for the Company, as well as Branch or Local Managers, and a Secretary, and such other Officers, Clerks, and Servants, either for permanent, temporary, or special service, as they from time to time deem expedient for carrying on the business of the Company, and may determine the duties and powers of such Officers, Clerks, and Servants; and may fix the amount of their salaries and emoluments; and may pay the same out of the funds of the Company.

2. They may employ such Brokers, Surveyors, Agents, Valuers, and other persons as they think necessary to dispose of, survey, examine, or report upon any property of the Company, or which may be offered to the Company, or for the acquisition of which it may be expedient for the Directors to treat, and may allow and pay out of the funds of the Company to the persons so employed, such commission, salaries, wages, and other remuneration as the Directors may deem reasonable.

3. They may establish such Branch Offices, Agencies, and Local Boards, and may make such regulations for their management as the Directors from time to time think proper, and for that purpose may appoint such Local Directors, Managers, Officers, Clerks, and Servants, with such remuneration, and at such salaries, as they considered advisable, and may pay the expenses occasioned thereby out of the funds of the Company; and may from time to time discontinue any of such Branch Offices, Agencies, or Local Boards; and may remove or suspend all or any of the Local Directors, Managers, Officers, Clerks, or Servants, for such reasons as they may think proper, and without assigning any cause.

4. They may make, give, accept, endorse, transfer, discount, and negotiate such Bills of Exchange, Promissory Notes, or other similar obligations, or guarantee the same, as they may think desirable for carrying on the business of the Company.
5. They may, for carrying on and managing the business of the Company, hire, rent, purchase, construct, or acquire such houses, buildings, and land, or leases of the same, and on such terms as they may from time to time think advisable. They may pull down, alter, or convert any such houses or buildings, and may erect and build such other houses and buildings in lieu thereof, on any land purchased, hired, or acquired as aforesaid, and may from time to time alter or convert any such houses or buildings as aforesaid, in such manner as they may consider necessary or advisable for carrying on the business of the Company.
6. They may fit up and furnish and insure against loss by fire all or any of such houses or buildings, and may let or demise or give possession of the whole or any part of the same, whether fitted up, or furnished or otherwise, to such person or persons, and on such terms as to tenancy or occupation, as they may consider advisable with regard to the interests of the Company, and the promotion or carrying on of its business. They may from time to time sell and buy in any such lands, houses, or buildings as aforesaid, and may re-sell the same, and may otherwise deal with all or any part of the same, as they consider most conducive to the interests of the Company.
7. They may adopt and carry into effect any contract or arrangement already entered into on behalf of the Company, in relation to any land, houses, or buildings intended for its use, and may enter into and carry into effect any contract or arrangement which they deem expedient, whether with corporations or individuals, for the purchase or acquisitions, or for the disposal of any property, or otherwise in relation to any matter connected with the business of the Company, upon such terms as they may from time to time deem reasonable.
8. They may give credit with or without security upon cash accounts to such an amount, at such rate of interest, and upon such terms as they think fit, but no Director shall vote on any motion respecting the loan or advance of money, or otherwise giving credit to himself, his partner, father, brother, or son, or son-in-law, or respecting any such loan, advance, or giving credit on any security offered by discounting any bill, promissory note, or other security offered by himself, or by his partner, or any such relation as aforesaid, if he or his partner, or any such relation shall be the person, or one of the persons to receive the money referred to in such motion; and no Director or Officer of the Company shall be security for any person in any loan transaction with the Company. No Shareholder shall be entitled to demand, as of right, a cash or other credit, and it shall be entirely in the discretion of the Board whether such credit shall be given.
9. They may pay for the purchase or acquisition of any property by these presents authorised to be so purchased or acquired for the Company, either in cash or in Shares (to be treated as either wholly or in part paid up), or partly in cash and partly in such Shares, or in such other manner as they, from time to time, deem expedient.
10. They may let, mortgage, sell, or otherwise dispose of, either absolutely or conditionally, and in such manner and upon such terms and conditions in all respects as they think fit, any property of the Company; and may accept payment or satisfaction for any property so disposed of in fully paid-up or other Shares, or partly in Shares and partly in cash, or in such other manner as the Directors deem expedient.
11. They may procure or take, upon such terms as they think expedient, a transfer of any mortgage or other security affecting any property belonging to the Company, or authorised to be purchased or acquired for the Company, and that whether they have or have not, at the time of taking the transfer, purchased, acquired, or entered into any treaty relative to the purchase or acquisition of such property, and may pay out of the funds of the Company all such sums as shall be necessary for that purpose.
12. They may, upon such terms as they think fit, amalgamate with or purchase or acquire the business and property of any Company, partnership, or person carrying on any business included amongst the objects of this Company, as specified in the Memorandum of Association, and may pay for the same either in cash or Shares (to be treated either as wholly or in part paid-up), or partly in cash and partly in such Shares, or in such other manner as the said Board from time to time deem expedient, and for this purpose they may, if they think fit, merge such other Company in the Company, and the Shareholders in such other Company shall become Shareholders in the Company when such other Company shall thenceforth be dissolved.
13. They may from time to time raise or borrow in the name, or otherwise on behalf of the Company, such sums of money as they may from time to time think expedient, either by way of mortgage of the whole or any part of the property of the Company, or by bonds or debenture notes, or in such other manner as they deem best.
14. They may, for the purpose of securing the repayment of any money so borrowed with interest, make and carry into effect any arrangements which they deem expedient, by conveying any property of the Company to trustees or otherwise.
15. They may and shall pay out of the funds of the Company such sums as they shall deem proper to be paid in satisfaction for all costs charges, and expenses not heretofore provided for, and which shall have been or shall be hereafter incurred or sustained in or about the formation and establishment of the Company, or the obtaining the capital, or in any manner in relation thereto, and they may appropriate and pay such reasonable amounts, by way of commission or otherwise, as they may think fit to any person or persons in respect of any services performed, or benefits derived by or through such person or persons in relation to the formation or bringing out of the Company.
16. They may, from time to time, and at all times before recommending any dividend, set aside out of the profits of the Company such sum of money as they may think fit, for a reserve fund for effecting or obtaining purchases, grants, leases, arrangements, or contracts for meeting contingencies for equalising dividends, for enlarging or promoting or performing any of the common objects or business of the Company, or any part thereof, for half-pay pensions or superannuation allowance, or donation for any one or more of its officers or servants, or for such charitable or benevolent objects as in their discretion may seem meet, and such Board may from time to time as aforesaid, be set aside as a reserve fund in or upon any kind of British or Government, or real or leasehold securities, or in or upon any kind of security or property whatever or wherever, and of what nature or kind the same may be, as the Directors may think fit, and it shall be lawful for the Directors, from time to time, to vary and change the said securities as they shall deem meet, and the Directors may, from time to time, appropriate the said reserve fund, or any part thereof, to or for any of the purposes for which it shall have been created, or to the payment of dividends or by way of bonus to the shareholders for the time being, provided that the Directors shall not be at liberty to purchase with the Company's moneys any of the Company's shares or stock.
17. They may invest such part of the funds of the Company as shall not be required to satisfy or provide for immediate demands, in or upon Government Stocks or Funds, or Exchequer Bills, or upon security or property of the kind mentioned in the last preceding clause, and may, from time to time, vary such securities, and convert the same as occasion requires, or as they deem expedient.
18. They may institute, conduct, defend, compromise, refer to arbitration, and abandon legal and other proceedings and claims by and against the company and the Directors and officers of the Company, and otherwise concerning the affairs of the Company.
19. The Board of Directors may from time to time and at all times by resolution for that purpose, make bye-laws, rules and regulations, and for such purpose as such Board shall think fit and expedient; and also from time to time alter or rescind the same or any of them, as to any such bye-laws, rules, or regulations, provided that no such bye-laws, rules, or regulations shall be inconsistent with or repugnant to the Companies Act, 1862, or to these Articles of Association, or be otherwise contrary to the law.

The particulars above of the powers in and by these Articles, shall not be deemed or taken to abridge or lessen, or in any way control the general powers by these Articles conferred on the Directors.

XIII.—TRUSTEES.

95. It shall be lawful for the Board of Directors, from time to time, to appoint two or more persons, either out of their own body or not, to be Trustees for the Company, and the Board of Directors may at any time at their discretion remove from his office any such trustee, and may, from time to time, as they shall deem it advisable, cause the property real or personal of the Company, or any part thereof, to be invested in the names of such trustees, or any two or more of them, subject to the control and management of the Board of Directors.

96. In case of the number of trustees being reduced below the number of three, the Board of Directors shall fill up the vacancy at their meeting next after such reduction shall occur, or as soon after as conveniently may be.

97. Every order or direction made and adopted as a resolution by the Board of Directors, and signed by any one or more of them, touching the disposition of any trust property, real or personal, which shall be standing in the names of the said trustees, or any of them, shall be obeyed and carried out by the said Trustees, and any order and direction in writing adopted as a resolution by the Board of Directors, and signed by any two or more of the Directors for the time being, shall be a justification and indemnity to such Trustees for acting under the same.

98. The receipts in writing of the Trustees or Trustee for the time being of the Company, or in lieu of receipts given by such Trustee or Trustees, the receipt in writing of any two Directors for any moneys payable to such Trustees, for or on account of the Company, or for any moneys payable to the Company, shall effectually discharge the person or persons paying the same from being answerable for or concerned to see to the application thereof, or to inquire whether any such receipt by such Trustee or Trustees, or whether any transaction out of or in respect of which such moneys may become payable, or be in fact paid, was authorised by the Board of Directors.

99. The Trustees of the Company for the time being shall, if so required by the Board of Directors, execute such declaration of trust of the property, real or personal, which shall be then standing or invested in their names as the said Board of Directors shall direct.

100. The Board of Directors shall cause the names of all Trustees appointed, and all proceedings relating to their appointment, removal, or resignation, to be entered in the minute-book, or other book in which the proceedings of the Board of Directors are entered, and every such entry, signed by the presiding Chairman of the Board of Directors shall be evidence of the matters therein stated or referred to, until the contrary be proved.

101. It shall be lawful for the Board of Directors to set apart such portion of the reserve fund in the ninety-fourth Article mentioned, as they may think fit as an indemnity fund for the Trustees.

XIV.—SOLICITORS

102. Messrs. Courtenay & Croome, of 9, Gracechurch street, in the City of London, shall be the Solicitors of the Company, so long as the Directors shall think fit.

XV.—DECLARATION OF SECRECY.

103. Every Director, Manager, Auditor, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant, or other person employed in the business of the Company, shall, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with their customers, and the state of accounts with individuals, and in all matters relating thereto, and shall, by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when

told so to do by the Board, or by any meeting, or by a court of law, or by the person to whom such matters relate, so far as may be necessary in order to comply with any of the provisions contained in these presents.

XVI.—ACCOUNTS.

104. The Directors shall cause the banking account of the Company to be kept in the name of the Company, and all cheques, bills of exchange, or other documents shall be signed and countersigned, as may from time to time be ordered by the Directors.

105. The Directors shall cause true accounts to be kept of all sums of money received or expended by the Company, and of the matter in respect of which such receipt or expenditure takes place, and of the credits and liabilities of the Company, and of all other matters necessary for showing the true state and condition of the Company, and the accounts shall be kept in such books and in such manner, and the books of accounts shall be kept in such place or places of security, as the Directors think fit.

106. Provided, nevertheless, that all costs, charges, and expenses incurred or sustained in or about the formation and establishment of the Company, and subsequent allotment of the shares, and all costs, charges, or expenses which the Board consider may be fairly deemed and treated as preliminary, shall be placed to a separate account, to be called "The Preliminary Expenses Account," and shall be chargeable on the profits of the Company over a period of not more than ten years.

107. No Shareholder, unless he be a Director or Auditor, or an officer, clerk, accountant, or other person whose duty requires him to do so, shall be entitled to inspect the books, accounts, documents or writings of the Company, except such as shall be produced for that purpose at a General Meeting, nor shall any Shareholder be entitled in law or equity to a discovery or inspection thereof.

108. At every Ordinary Meeting the Directors shall lay before the Meeting a statement of Accounts of the Company, made up to a date not more than three months before the Meeting, from the time when the last preceding statement was made, or in case of the first statement from the Incorporation of the Company; and every such statement shall be accompanied by a Report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits, by way of dividend or bonus to the Shareholders, and the amount, if any, which they recommend to be retained for the formation of a reserve fund, and a printed copy of such statement and report shall, seven days previous to such meeting, be delivered at or sent by post to the registered address of every Shareholder.

XVII.—AUDIT.

109. The accounts of the Company shall be from time to time examined, and the correctness of statements shall be from time to time ascertained, by two or more Auditors, to be appointed, in accordance with these presents.

110. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transactions of the Company; and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

111. The Directors shall appoint the first Auditors, for the purpose of making a report to the First Ordinary Meeting of Shareholders, and those Auditors shall retire from office at that meeting.

112. All future Auditors, except as hereinafter is mentioned, shall be appointed at every Ordinary Meeting of the Company by the Shareholders present thereat, and shall only hold their office until the next Ordinary Meeting in every year after their appointment.

113. Retiring Auditors shall be eligible for re-election.

114. No person not being a retiring auditor shall be eligible to the office of Auditor unless notice of an intention to propose him at an Ordinary Meeting be given at least seven days and not more than one month before the meeting, and a copy of every such notice shall be posted up at the office during the five days next before the meeting.

115. The remuneration of the Auditors shall be determined, and may be from time to time varied, by General Meeting.

116. If any vacancy which may occur in the office of Auditor at any Ordinary Meeting shall not then be supplied, or if any casual vacancy shall occur, the Directors shall, subject to the approval of the next Ordinary Meeting fill up the vacancy by the appointment of a person who shall hold office until the next Ordinary Meeting.

117. The Auditors shall be supplied with copies of the Statement of Accounts intended to be laid before the next Ordinary Meeting at least fourteen days before the Meeting, and it shall be their duty to examine the same with the accounts and vouchers relating thereto.

XVIII.—DIVIDEND, BONUS, AND RESERVED FUND.

118. The Directors may, with the sanction of the Company in General Meeting, declare a dividend or bonus, to be paid to the Shareholders in proportion to their Shares, and the Directors, without such sanction, may at any time or times in every year pay such sum not exceeding in the aggregate in any year the rate of twenty per centum on account of dividend on the shares as they may think fit.

119. No unpaid interest or dividend shall bear interest against the Company.

120. The Directors may deduct from the interest, or dividends, or bonus payable to any Shareholder, all sums of money due from him to the Company on account of calls or otherwise.

121. Notice of all interest, dividend, or bonus that may be payable shall be given to each Shareholder entitled thereto, and all interest, dividend, or bonus unclaimed for three years after the notice thereof is given, may be forfeited by the Directors for the benefit of the Company, and if the Directors think fit, may be applied in augmentation of the reserved fund.

XIX.—DISSOLUTION OF THE COMPANY.

122. If at any time the Directors find that the losses of the Company have exhausted the reserved fund, and also two-thirds of the paid-up Capital, they shall forthwith call an Extraordinary General Meeting, and shall submit to it a full statement of the affairs of the Company.

123. If it shall appear at such Extraordinary Meeting so called as aforesaid, and be duly resolved that the ascertained losses of the Company from bad debts have exhausted the reserved fund, and also two-thirds of the paid-up Capital, the Chairman at such meeting, unless such binding and sufficient contract for the purchase of the Shares of all the Shareholders who wish to retire from the Company, and such sufficient provision for their indemnity shall be entered into and made as hereinafter is mentioned, shall declare the Company dissolved, and the same shall be thereupon dissolved accordingly, except for the purpose of winding up its affairs.

124. If the Company shall be dissolved, the Directors in office at the time of such dissolution shall, with all convenient speed, wind up and bring its accounts and affairs to a final close and settlement, and, for the purpose of such winding up, close, and settlement, but for no other, the powers of such Directors shall be held to be subsisting.

125. When the affairs of the Company shall be wound up, closed, and settled, so much of the Capital as shall remain after meeting all claims shall be paid to the Shareholders in proportion as they may be entitled thereto; and these presents shall thereupon become void, and such dissolution shall operate both at law and equity as a final and general release between all parties concerned therein.

126. In order to assist in such winding-up, closing, and settlement of the accounts as aforesaid, it shall be lawful for the Directors to declare any bad or doubtful debts to be irrecoverable, and to sell to any person not being a Director, any claims or demands upon the estates of bankrupts and other persons, or upon the assets of deceased persons, if any claims or demands be not immediately recoverable.

127. Any unclaimed dividends shall be laid out and invested as the Directors think fit; and the moneys so invested, and the accumulations thereof, shall, from time to time be paid to the persons so entitled to the same, provided that no such claim shall be admitted after six years from the day of dissolution, and that such moneys to which no claim shall have been established within such period shall then be applied as part of the Capital for the benefit of the Shareholders, amongst whom the remainder of the Capital shall be distributable or shall have been distributed, and that the effluxion of the term of six years shall be an effectual bar against all persons afterwards claiming, whether such person shall have been under legal disability or incapacity or not.

XX.—NOTICES.

128. All notices or other documents requiring to be served by the Company upon the Shareholders, may be served either personally or by leaving the same for, or sending them through the post in a letter addressed to the Shareholders, at their registered place of abode in the United Kingdom, and every notice sent through the post shall be deemed to have been served at the time at which, in the usual course of post, it would be delivered.

129. As to any Shareholder whose registered place of abode shall not be in the United Kingdom, the office shall, as regards the service of notices or other documents, be deemed his registered place of abode in the United Kingdom; but any such Shareholder may register any place in the United Kingdom at which he shall desire such service to be made, and the same shall be made accordingly.

130. All notices to be given on the part of the Shareholders shall be left at, or sent through the post to, the office.

131. All notices required to be given by advertisement shall be advertised in two London daily morning newspapers.

132. Every person who, by operation of law, transfer, or other means, whatsoever, shall become entitled to any Share, shall be bound by any and every notice or other document, which, previous to his name and address being entered upon the Register in respect to the Share, is given to the person from whom he derives his title.

133. When any notice or document is delivered, or sent in accordance with these presents, at or to the registered place of abode of a Shareholder, then, notwithstanding he be then deceased, such service of the notice or other document shall, for all purposes of these presents, be deemed service thereof on his heirs, executors, administrators, and every of them.

XXI.—ARBITRATION.

134. In all references to Arbitration of any action, suit, dispute, or difference in or relating to any matter, cause, or thing, to which the Company shall be a party, full effect shall be given to the provisions of "The Common Law Procedure Act, 1854," and every or any Act from time to time in force and applicable thereto.

XXII.—EVIDENCE.

135. On the trial or hearing of any action or suit to be brought by the Company against any Shareholder to recover any debt due for any Call it shall be sufficient to prove that the name of the Defendant is on the Register of the Shareholders of the Company as a holder of the number of Shares in respect of which such debts accrued, and that notice of such Call was duly given to the Defendant, in pursuance of these Articles, and it shall not be necessary to prove the appointment of the Directors who made such Call, nor that a quorum of Directors was present at the Board at which such Call was made, nor that the Meeting at which such Call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid, shall be conclusive evidence of the debt.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

This Company is prepared to grant the public the full value of the reduction of duty, and to issue Annual Policies, charging the reduced rate of duty, 1s. 6d. per cent., from the date when the change shall come into operation.

They will also issue Policies for any amount, free of charge for stamp. All descriptions of Fire and Life Insurance business transacted at moderate rates.

Claims liberally settled.
This being the bonus year, Life Policies should be taken out prior to the 31st December, to secure ultimate advantages.
Accumulated Funds to 31st December, 1861 £2,304,512 7 11
Annual Revenue from all sources £565,458 16 2

OFFICES.

London 61, Threadneedle-street.
West-end Branch 9, Waterloo-place, Pall-mall.

THE ROYAL INSURANCE COMPANY begs to announce its REMOVAL to its NEW PREMISES, known as ROYAL INSURANCE BUILDINGS, LOMBARD-STREET, LONDON, E.C.

In making this announcement, the Directors venture to anticipate they shall experience, in their new offices, even in an increased degree, that hearty support from the Mercantile community, and the public generally, which has since placed them in the first rank of Insurance Companies.

They believe that the main cause of the popularity thus attaching to the "ROYAL" has been the confidence of the community that the Company has ever met, with liberality and promptitude, all just claims.

PERCY M. DOVE, Manager.

May 1, 1865.

JOHN B. JOHNSTON, Secretary in London.

REDUCTION OF FIRE INSURANCE DUTY.

The ROYAL INSURANCE COMPANY is now prepared to offer the following important advantages to Insurers—

1st.—The full benefit of the Reduction in Duty will be secured to all persons effecting insurances with the Company from this date.

2nd.—No charge made for Policy or Stamp however small the Insurance.

3rd.—Moderate Rates.

4th.—Unquestionable Security.

5th.—A continuance of the same promptitude and liberality in the settlement of Losses which have ever characterized the Company.

The great increase of insurances which will now be effected, gives most favourable opportunities for Gentlemen of undoubted position and influence to obtain Agencies for the ROYAL. Applications should however be made immediately.

PERCY M. DOVE, Manager.

JOHN B. JOHNSTON, Secretary in London.

Royal Insurance Buildings, Lombard-street, E.C., May 1, 1865.

THE LIVERPOOL AND LONDON AND GLOBE FIRE AND LIFE INSURANCE COMPANY.

Offices—1, Dale-street, Liverpool; 20 and 21, Poultry, 7, Cornhill, and Charing Cross, London.

PROGRESS OF THE COMPANY SINCE 1850.

Year.	Fire Premiums.	Life Premiums.	Invested Funds.
1851	£54,305	£27,157	£502,824
1856	222,279	72,781	821,061
1861	360,130	135,974	1,311,905
1864	742,674	236,214	3,212,300

JOHN ATKINS, Resident Secretary, London.

Life claims are payable in thirty days after they are admitted.

THE LIVERPOOL AND LONDON AND GLOBE FIRE AND LIFE INSURANCE COMPANY.

REDUCTION OF DUTY to 1s. 6d. per cent.

THE FULL AND IMMEDIATE BENEFIT of the Reduction will be GIVEN to the INSURED.

JOHN ATKINS, Resident Secretary, London.

LONDON AND LANCASHIRE FIRE AND LIFE INSURANCE COMPANIES.

Fire Capital, £1,000,000.—Life Capital, £100,000.

London 73 and 74, KING WILLIAM STREET, E.C.

Liverpool BROWN'S BUILDINGS, EXCHANGE.

With Home and Foreign Branches and Agencies.

CHAIRMAN—F. W. RUSSELL, Esq., M.P. (Chairman of the National Discount Company).

At the ANNUAL MEETINGS, held on the 8th April, at Liverpool, it was stated, as the

RESULT of Operations for the year 1864, that the—

FIRE PREMIUMS amounted to £108,597

Being an INCREASE over the previous year of 43,547

The LOSSES paid and provided for amounted to 67,065

LIFE ASSURANCES, under 502 Policies, were effected for 340,699

Producing in NEW PREMIUMS 9,697

W. P. CLIREHUGH, General Manager.

ACCIDENTS to Life or Limb, in the Field, the Streets, or at Home, provided for by a Policy of the RAILWAY PASSENGERS' ASSURANCE COMPANY, 64, Cornhill, London, E.C.

Compensation has been paid for 10,000 Claims.

£1,000 in case of Death.

£5 per week while laid up by Injury, secured by an Annual Payment of from £3 to £5 5s.

For particulars apply to the Clerks at the Railway Stations, to the Local Agents, or at the Offices, 64, CORNHILL, and 10, REGENT-STREET. W. J. VIAN, Secretary.

SPECIAL NOTICE.**CLERICAL, MEDICAL, AND GENERAL LIFE ASSURANCE SOCIETY.**

13, ST. JAMES'S-SQUARE, LONDON, S.W.

ESTABLISHED 1821.

The Eighth Bonus will be declared in January, 1867, and all With-Profit Policies in force on the 30th June, 1866, will participate. Assurances effected before June 30th, 1865, will participate on two Premiums, and thus receive a whole year's additional share of Profits over later Policies. Tables of Rates and Forms of Proposal can be obtained from any of the Society's Agents, or of

GEORGE CUTCLIFFE, Actuary and Secretary.

13, St. James's-square, London, S.W.

EQUITABLE REVERSIONARY INTEREST SOCIETY. Established 1835. Capital £500,000.**DIRECTORS.**

Daniel Smith Bockett, Esq.
Major C. L. Boileau.
Lieut.-Colonel Chase.
William Henry Cole, Esq.
Thomas Curtis, Esq.
Francis Bennett Goldney, Esq.
Chas. Richard Harford, jun., Esq.
Henry Pigeon, Esq.
Henry Roberts, Esq.
George Rout, Esq.

Auditors—Charles Armstrong, Esq.; William Richard Bingley, Esq.; Alfred Langdale, Esq.

Solicitors—Messrs. Clayton & Son.

Bankers—Messrs. Coutts & Co.

Actuary—F. Hendriks, Esq.

This Society purchases and grants loans upon reversionary property life interests, and life policies of assurance.

Forms of proposal may be obtained at the office, 10, Lancaster-place, Strand, W.C.

JOHN CLAYTON, } Joint

FRANCIS S. CLAYTON, } Secretaries.

THE NATIONAL REVERSIONARY INVESTMENT COMPANY. Instituted 1837, for the Purchase of Absolute or Contingent Reversions, Life Interests, and Policies of Assurance on Lives.—Office, 63, Old Broad-street, London.

John Pemberton Heywood, Esq., Chairman.

Edward Ward Scadding, Esq., Deputy-Chairman.

Consulting Counsel—George Lake Russell, Esq.

Solicitors—Messrs. Hiffe, Russell, & Hiffe, Bedford-row.

Actuary—Francis A. Engelbach, Esq. (the Alliance Assurance Company).

Forms for submitting proposals for sale may be obtained at the offices of the Company. G. A. RENDALL, Secty.

ANNUITIES AND REVERSIONS.**LAW REVERSIONARY INTEREST SOCIETY,** 68, Chancery-lane, London.

CHAIRMAN—Russell Gurney, Esq., Q.C., Recorder of London.

DEPUTY-CHAIRMAN—Sir W. J. Alexander, Bart., Q.C.

Reversions and Life Interests purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Loans may also be obtained on the security of Reversions.

Annuitants, Immediate, Deferred, and Contingent, and also Endowments, granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the office. C. B. CLABON, Sec.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

Chief Offices—126, CHANCERY LANE, W.C.

Subscribed Capital—ONE MILLION STEELING.

The Fire and Life Departments are under one management, but with separate Funds and Accounts.

Chairman—Sir WILLIAM FOSTER, Bart.

Deputy-Chairman—Mr. Serjeant MANNING, Q.A.S.

FIRE DEPARTMENT.

Capital £750,000, in addition to the Reserve Fund.

Business consists of the best classes of risks.

Insurers will be allowed the full benefit of the Reduction of Duty.

Claims settled promptly and liberally.

LIFE DEPARTMENT.

Capital £250,000, in addition to the Reserve Fund.

PREMIUMS MODERATE.

A Bonus every five years. Next Bonus in 1869. At the Division of Profits in 1864, the Reversionary Bonus amounted to from 15 to 50 per cent. per annum on the Premiums paid, varying with the ages of the Insured.

Copies of the Directors' Report and Balance-sheet, and every information, may be obtained at the Chief Office, or of any of the Agents of the Company. FRANK MCGEDY, Secretary.

CHAMBERS TO BE LET, at the head of Chancery-lane, in Holborn, comprising four elegant and commodious apartments, with W.C., &c.—Apply to ALEX. KIRKLAND, Estate Agent, 3, Carey-street, Lincoln's-inn.

CHAMBERS to LET, at No. 7, New-square, Lincoln's-inn, on the Ground Floor, consists of three good rooms and clerk's room.—Apply as above.

WANTED, by the LIFE INVESTMENT, MORTGAGE, and ASSURANCE COMPANY (Limited), DISTRICT SUPERINTENDENTS of AGENTS for several localities in England and Scotland. Middle-aged men preferred.—Apply, Head Office, 8, New Bridge-street, Blackfriars. EDWIN YELLAND, Manager.

TO SOLICITORS, &c., requiring DEED BOXES, will find the best-made article lower than any other house. Lists of Prices and sizes may be had gratis or sent post free. RICHARD & JOHN SLACK, 336, Strand, opposite Somerset House. Established nearly 50 years. Orders above £2 sent carriage free.

DEBENTURES at 5, 5½, and 6 per CENT.— CEYLON COMPANY, LIMITED.

Subscribed Capital, £500,000.
DIRECTORS.

Lawford Acland, Esq., *Chairman*.
Major-Gen. Henry Pelham Burn.
Harry George Gordon, Esq.
George Ireland, Esq.

Duncan James Kay, Esq.
Stephen P. Kennard, Esq.
Patrick F. Robertson, Esq.
Robert Smith, Esq.

Manager—C. J. BARNES, Esq.

The Directors are prepared to ISSUE DEBENTURES for one, three, and five years, at 5, 5½, and 6 per Cent. respectively.

They are also prepared to invest Money on Mortgage in Ceylon and Mauritius, either with or without the guarantee of the Company, as may be arranged.

Applications for particulars to be made at the office of the company, No. 7, East India-avenue, Leadenhall-street, London.—By order,
JOHN ANDERSON, Secretary.

DEBENTURES at 5½, 6, and 6½ per CENT.— THE EAST INDIA FINANCIAL ASSOCIATION (LIMITED.)

Capital (fully subscribed), £1,000,000. Paid up £150,000.

DIRECTORS.

L. Balfour, Esq.
J. Layton, Esq.
Lieut.-Col. W. MacGregor.
W. Moran, Esq.
J. C. Palmer, Esq.

T. M. Robinson, Esq.
Sir J. D. Scott, Bart.
H. D. Seymour, Esq. M.P.
F. C. Sandes, Esq.

G. F. Rimington, Esq., *Manager*.

Established Agencies and Committees in Bombay and Calcutta.
This Association, the principal operations of which are those of a Land Credit Company for India, issues Debentures bearing Interest at 5½, 6, and 6½ per cent., for one, two, and three years, secured by all the property of the Company, including more especially first-class land and house mortgages in India, to be always sufficient to cover the amount of issue.

The interest will be paid half-yearly by coupons.
Receives deposits, and makes advances on lands in India, and on other approved securities.

7, East India-avenue, Leadenhall-street, London.

NEW ZEALAND TRUST AND LOAN COMPANY (LIMITED).

Subscribed Capital, £500,000.

TRUSTEES.

Robert Brooks, Esq., M.P. | G. Grenfell Glyn, Esq., M.P.
J. J. Cummins, Esq.

DIRECTORS.

Sir Charles Clifford.
F. G. Dalgety, Esq.
R. A. Brooks, Esq.

Capt. H. Carr Glyn, R.N.
H. Selie Selie, Esq.
G. Fenning, Esq.

BANKERS.—Messrs. Glyn, Mills, Currie, & Co.

The Directors continue to issue Debentures of £100 and upwards for period of three to seven years, interest on which is payable half-yearly, at their Bankers, by Coupon.

The amount of these Debentures is limited and secured by the uncalled balance of the subscribed Capital of the Company, which must always be of an equivalent or greater amount.

They will form a first charge upon real and other property in New Zealand, on which it is the business of the Company to grant loans by way of mortgage.

Further particulars may be obtained and application made at the Offices of the Company.

By order of the Board,
THOS. D. SAUNDERS, Secretary.

31, New Broad-street, London, E.C.

THE LANDS IMPROVEMENT COMPANY

(Incorporated by Special Act of Parliament in 1853). 2, Old Palace Yard, Westminster, S.W.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:—

1. Drainage, irrigation and warping, embanking, enclosing, clearing, reclamation, planting for any beneficial purpose engines or machinery for drainage or irrigation.
2. Farm roads, tramways, and railroads for agricultural or farming purposes.
3. Jetties or landing places on the sea coast, or on the banks of navigable rivers or lakes.
4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to arm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

For further information and for forms of application, apply to the Hon. WILLIAM NAPIER, Managing Director, 2, Old Palace-yard, S.W.

MERSEY DOCK ESTATE.—LOANS OF MONEY.

The Mersey Docks and Harbour Board hereby give NOTICE, that they are willing to receive LOANS OF MONEY on the security of their Bonds, at the rate of Four Pounds, Five Shillings, per Centum, per Annum, interest, for periods of Three, Five, or Seven Years. Interest warrants for the whole term, payable half-yearly at the Bankers of the Board in Liverpool, or in London, will be issued with each Bond. Communications to be addressed to George J. Jefferson, Esq., Treasurer, Dock-office, Liverpool.

By order of the Board, JOHN HARRISON, Secretary.
Dock-office, Liverpool, April 6, 1865.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferments, Rent Charges, and all other descriptions of present or prospective Property.

MR. FRANK LEWIS begs to give notice that his SALES for the present year will take place at the GUILDHALL COFFEEHOUSE, Gresham-street, on the following days, viz:—
Friday, May 12, Friday, July 14, Friday, October 13,
Friday, June 9, Friday, August 11, Friday, November 10,
Friday, September 8, Friday, December 8.

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

Periodical Sales of Reversions, Shares, Policies, Annuities, Bonds, &c.
MR. FRANK LEWIS will SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, Gresham-street, City, on FRIDAY, MAY 12, at ONE o'clock precisely, the ABSOLUTE REVERSION to the sum of £2,843 13s. 1d. Three per Centa, upon the death of a Lady now aged 59 years; also to the sum of £800 upon the death of a Lady, now aged about 87 years.
Particulars may be had of Messrs. TREHERNE & WOLFERSTAN, Solicitors, 75, Aldermanbury; of JOHN MILLS, Solicitor, 3a, Brunswick-place, City-road; of Messrs. JOHNSTONE, COOPER, WINTLE, & EVANS, Accountants, 3, Coleman-street-buildings; and of Mr. FRANK LEWIS, Auctioneer, &c., 36, Coleman-street.

Periodical Sales of Reversions, Shares, Policies, Annuities, Bonds, &c.

MR. FRANK LEWIS will SELL by AUCTION at the GUILDHALL COFFEEHOUSE, Gresham-street, City, on FRIDAY, MAY 12, at ONE o'clock precisely, in Lots, the valuable ABSOLUTE REVERSION to FOUR FREEHOLD HOUSES, and a Plot of Freehold Land, let on lease for 99 years from 25th March, 1857, the whole now producing a rental of £191 per annum, and receivable upon the death of a lady now aged about 59 years; also to Five Leasehold Houses, at Upper Sydenham; held of the Leather-seller's Company for a term of 57 years from Lady-day, 1842, at ground-rents amounting to £63 per annum, and of the annual value of £405, also receivable upon the death of the same.

Particulars and conditions of sale may be had of Messrs. TREHERNE & WOLFERSTAN, Solicitors, 75, Aldermanbury; of JOHN MILLS, Esq., Solicitor, 3a, Brunswick-place, City-road; of Messrs. JOHNSTONE, COOPER, WINTLE, & EVANS, Accountants, 3, Coleman-street-buildings; and of Mr. FRANK LEWIS, Auctioneer, &c., No. 36, Coleman-street, E.C.

Periodical Sales of Reversions, Shares, Policies, Annuities, Bonds, &c.

MR. FRANK LEWIS will SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, City, on FRIDAY, MAY 12, at TWELVE for ONE o'clock, the ABSOLUTE REVERSION to ONE-TENTH SHARE OF TWO FREEHOLD SHOPS and a HOUSE, situate in the market-place, and two Freehold Houses, at Hyson-green, Nottingham. Thirty-one Shares in the Nottingham Gas, Fire, and Cemetery Companies, and other property, amply secured, and receivable upon the death of a lady now aged 84 years.

Particulars may be had of Messrs. TREHERNE & WOLFERSTAN, Solicitors, 75, Aldermanbury; and at the Offices of the Auctioneer, 36, Coleman-street, E.C.

Periodical Sales of Reversions, Shares, Policies, Annuities, Bonds, &c.

MR. FRANK LEWIS will SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, Gresham-street, City, on FRIDAY, MAY 12, at TWELVE for ONE, a POLICY of ASSURANCE for the sum of £300, with two bonuses amounting to £23 8s., effected in the Whittington Life Assurance Company, on the life of a gentleman now in his thirty-first year. Also a Policy for the sum of £1,500, effected in the same office upon the same life.
Particulars and conditions of sale may be had of Messrs. LAWRANCE, PLEWS, & BOYELL, Solicitors, 14, Old Jewry-chambers; and of Mr. FRANK LEWIS, 36, Coleman-street, E.C.

Periodical Sales of Reversions, Shares, Policies, Annuities, Bonds, &c.

MR. FRANK LEWIS will SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, City, on FRIDAY, MAY 12, at TWELVE for ONE, a REVERSIONARY LEGACY of £300, amply secured under the will of the late Miss A. J. Daiby, payable upon the death of a gentleman now in his 66th year.

Particulars and conditions of sale may be had of Messrs. ROY & CARTWRIGHT, Solicitors, 4, Lothbury; of Mr. FRANK LEWIS, Auctioneer, &c., Coleman-street, E.C.

Periodical Sales of Reversions, Shares, Policies, Annuities, Bonds, &c.

MR. FRANK LEWIS will SELL by AUCTION, at the GUILDHALL COFFEEHOUSE, Gresham-street, City, on FRIDAY, MAY 12, at ONE, in Lots, 150 SHARES of £10 each, fully paid up, in the LAMBETH BRIDGE COMPANY (Limited), paying a dividend of 8 per cent.

Particulars may be had of Messrs. ROY & CARTWRIGHT, Solicitors, 4, Lothbury; and of Mr. FRANK LEWIS, Auctioneer, &c., No. 35, Coleman street, E.C.

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